

AGENDA

WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD of COMMISSIONERS

Clallam County Courthouse, Room 160

Port Angeles, Washington

May 25, 2010 3:00 p.m.

COMMISSIONERS

MICHAEL CHAPMAN, MIKE DOHERTY, PATRICK DOWNIE, GARY HOLMQUIST, CHERIE KIDD

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

PUBLIC COMMENT – Agenda Items Only

ACTION ITEMS

- 1 Minutes of May 4, 2010
- 2 Resolution Creating Register Fun
- 3 Resolution Creating Payroll Fund
- 4 Vouchers for the Period Ending May 25, 2010
- 5 Proposed Salaries for Pool Employees
- 6 Financing Agreement with Clallam County
- 7 Interim Contract for Aquatics Director
- 8 Policy Manual
- 9 Employee Handbook

ITEMS FOR DISCUSSION

- 10 Proposed June 2010 Shutdown Maintenance List (Informational)
- 11 Activity/Staff Update
- 12 Advisory Committee Update

PUBLIC COMMENT

NEXT MEETING DATE

The next meeting will be held on June 22, 2010 at 3:00 p.m. in the Clallam County Commissioners Board Room, Room 160.

ADJOURNMENT

1
5/25/10

MINUTES

WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD of COMMISSIONERS

Clallam County Courthouse, Room 160

Port Angeles, Washington

May 4, 2010 3:00 p.m.

COMMISSIONERS

MICHAEL CHAPMAN, MIKE DOHERTY, PATRICK DOWNIE, GARY HOLMQUIST, CHERIE KIDD

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

CMC called the meeting to order at 3:06 p.m. CMD, CGH, and CCK were present. CPD was excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ACTION TAKEN: CGHm to approve the agenda as presented, CCKs, mc

PUBLIC COMMENT – Agenda Items Only

Doug Lafferty, – 5733 S Pastoral Drive Port Angeles addressing action item 5. He explained that his wife, Jayna Lafferty is the current Interim District Director of the WSMP. He asked the board to not advertise the district director position nationally and appoint Jayna Lafferty to the position. This would save the district money and allow them to appoint a director that has proven herself to them already. He has researched Washington State RCW and WAC and does not believe it is necessary to advertise for the director position.

He explained some of the revenue sources that Jayna has negotiated and efforts that she was responsible for in the "Save the Pool" efforts. He also talked about the additional activities she has added to the current schedule at the swimming pool and the numbers/revenue it has brought. He is asking the district to do what is morally right and do not seek applicants for the director position and appoint the qualified person, his wife Jayna Lafferty.

ACTION ITEMS

Minutes of March 23, 2010

ACTION TAKEN: CCKm to approve the minutes of March 23, 2010, CGHs, mc

Approval of Vouchers for the Period Ending May 4, 2010

Charlie McClain gave a summary of the bills presented.

ACTION TAKEN: CGHm to approve vouchers for period ending May 4, 2010 in the amount of \$24,899.25, CCKs, mc

Approval of Maintenance Contract (City of Port Angeles)

This contract was created by the City of Port Angeles, Craig Miller asked the board to approve the contract in principle. Craig Miller asked for the board to delegate him and CMC to continue to negotiate the agreement and bring back the final agreement to the committee at a future meeting.

ACTION TAKEN: CCKm to approve the maintenance contract in principle with any minor changes to be delegated to the attorney and CMC, CCK retracted the motion. CMDm to approve the maintenance contract with the City of Port Angeles in principle, CGHs, mc. CCK abstained from the item.

Approval of Contract Notice of Termination Letter (City of Port Angeles)

Craig Miller stated the contract currently exists between the City of Port Angeles and the WSMPD provides for its termination upon written notice from the WSMPD. Craig Miller would like the board to give him the authorization to write a contract notice of termination letter to the City of Port Angeles effective May 31, 2010.

AGENDA for the Meeting of May 4, 2010
WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD OF COMMISSIONERS
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ACTION TAKEN: CGHm to authorize the chairman to sign a contract notice of termination letter to the City of Port Angeles effective May 31, 2010, CMDs, mc. CCK abstained from the item.

Approval of Recruitment Timeline for Executive Director

Tom Bock, citizen's advisory member, spoke to the board about the timeline with the goal of having a director on board by the middle of August to take over as a full-time director on September 1, 2010 and explained the process. CMC shared that he believes that more time is needed to establish exactly what they are looking for in an executive director's position. After discussion with Jayna she has agreed to accept the interim position on a contract basis. A draft employment contract will be brought the May 25, 2010 meeting.

CGH concurred with CMC and believes when you have a key position it is important that you hire the best person for the job through a recruitment process. There was a concurrence of board members present to work on a employment contract with Jayna Lafferty acting as the interim director of the WSMP.

ACTION TAKEN: CGHm to have Craig Miller and CMC work to negotiate a seven month employment contract with Jayna Lafferty acting as the interim Aquatic Director of the WSMP. The contract will be presented at the May 25, 2010 meeting for board approval. CMDs, mc

Approval of WSMP Logo

There were thirteen entries in the WSMP logo contest. The advisory committee narrowed the field to four and presented them to the board. There board unanimously chose the logo that was black with a variegated blue colored water drop with William Shore Pool in white writing. The board discussed this logo will be used for marketing purposes as well as the uniforms for the staff. Jayna will contact a company that can make stickers that will cover the current signage at the pool. Jayna expressed that another concern is the current phone number of the pool. The City of Port Angeles has expressed that the current number will need to be changed. CCK will check with the City of Port Angeles about keeping the current telephone number that is being used at the swimming pool.

Tom Bock shared the computer system they are considering buying is sold by a current member of the citizen's advisory committee. He wanted to make sure there was no conflict and expressed they are getting a reduced cost on the equipment. The board asked Charlie McClain to look at the bill for appropriateness and will also get two additional bids to see how they match up to the cost.

ITEMS FOR DISCUSSION

Finance Update

Charlie McClain shared they met last week and have been working with Clallam County on some of the requirements of working with Clallam County. WSMPD will be able to do the payroll with a separate bank account. With credit card processing another separate bank account will need to be set-up. Charlie is currently working with Jen Santos of the Clallam County Treasurer's office to set- up all of the accounts. CMC asked when they will be making a payment back to the county. CMD asked about the county keeps the money. Charlie explained that Clallam County deposits the revenue from property taxes, daily cash and credit cards. Currently the district has an account at the county that is a negative position. They are acting as the bank for the district. Charlie shared the he will not be at the next meeting but will continue to work on setting up the accounts.

AGENDA for the Meeting of May 4, 2010
WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD OF COMMISSIONERS
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Activity/Staff Update

Jayna Lafferty shared the number of people at the pool continue to increase. The eggstravaganza event for Easter was a huge success with a full house of 232 this year (full capacity at the pool is 234). The pool also has multiple classes for arthritis rehabilitation with Olympic Medical Center (OMC); they are supplying the instructor for the classes.

CGH asked if a shutdown plan with costs has been done, Jayna shared she had a plan but changes were needed. Jayna will email the pool shut-down list and costs to CGH.

Advisory Committee Update

The committee met last week and discussed personnel issues and what goals and directions the pool should be heading. CMC shared that if any of the board members have any issues they would like for the citizens advisory committee to address to get the items to CMC to contact them.

PUBLIC COMMENT

There was no public comment.

NEXT MEETING DATE

The next meeting will be held on May 25, 2010 at 3:00 p.m. in the Clallam County Commissioners Board Room, Room 160.

ADJOURNMENT

CCKm to adjourn the meeting at 4:05 p.m., CGHs, mc

PASSED AND ADOPTED this twenty-fifth day of May 2010

WILLIAM SHORE MEMORIAL POOL DISTRICT COMMISSIONERS

Michael C. Chapman, President

ATTEST:

Tammy Sullenger, Administrative Asst.

KEY TO ABBREVIATIONS:

CCK	Commissioner Cherie Kidd	m	moved
CDD	Commissioner Patrick Downie	mc	motion carried
CGH	Commissioner Gary Holmquist	s	seconded
CMC	Commissioner Mike Chapman		
CMD	Commissioner Mike Doherty (Howard V. Doherty, Jr.)		
WSMPD	William Shore Memorial Pool District		

4
5/25/10

CLAIMS PAYMENT REQUEST

District Name William Shore Memorial Pool District Fund Number _____
 Period Ending: 5/25/2010 Designate if you are picking up the warrants or if we are to mail. (if _____
 Date Submitted: 5/25/2010 picking up, they will be in the Treasurer's Office.) Mail to us _____
 Pickup Tammy Sullenger

Invoice #	Invoice Date	Vendor No.	Vendor Name	G or S (Goods or Service)	Quantity	Cost per Unit	Total Invoice	1099 Box	Bars Number	Line #	Description	Account Type	Check Group
26251	5/14/2010	0001252	CITY OF PORT ANGELES	S		\$ 28,711.20			66870.000.57620.51.0010	1	APRIL 2010 POOL CHARGES	E	PD
WSMPD0510	5/20/2010	0000334	CLALLAM COUNTY COMMISSIONERS	S		\$ 336.00			66870.000.57620.41.0020	1	MAY CLERK SVS	E	PD
6918645	5/20/2010	0024886	STEVE BURKE	S		\$ 83.40			66870.000.57620.31.0020	1	WEB SITE/HOSTING	E	PD
6929	4/30/2010	0023222	MCCLAIN CROUSE AND CO	S		\$ 250.00			66870.000.57620.41.0020	1	MISC MGMT SVS	E	PD
			WM. SHORE MEM POOL DISTRICT	S		\$ 25,000.00				1	PAYROLL FUND ACCOUNT	E	PD
			WM. SHORE MEM POOL DISTRICT	S		\$ 500.00				1	REGISTER FUND ACCOUNT	E	PD

Page 1 Total: 54,880.60
 Page 2 Total: 0.00
 Page 3 Total: 0.00
 Grand Total: 54,880.60

I do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the district. I am authorized to auth

Signature _____ Title Secretary, William Shore Memorial Pool District Date _____

Board Authorization: As the duly appointed board member for the the district named above, we reviewed the claims listed above. We hereby certify that the services or merchandise herein specified have been received and that the claims listed above are he

Michael C. Chapman Commissioner Date _____
 Recused from any bills related to Clallam County

Patrick Downie Commissioner Date _____
 Recused from any bills related to the City of Port Angeles

Howard V. Doherty, Jr. Commissioner Date _____
 Recused from any bills related to Clallam County

Gary Holmquist Commissioner Date _____

Cheriee Kidd Commissioner Date _____
 Recused from any bills related to the City of Port Angeles

INVOICE



CITY OF PORT ANGELES
PO BOX 1150
321 EAST 5TH
PORT ANGELES, WA 98362

(360) 417-4614

TO: WILLIAM SHORE MEM POOL DIST.
C/O CHARLES MCCLAIN
227 W. 8TH ST
PORT ANGELES, WA 98362

INVOICE NO: 26251
DATE: 5/14/10

CUSTOMER NO: 3757/3757

TYPE: PL - POOL

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	April 2010 WSMPD Charges	28,711.20	28,711.20

TOTAL DUE: \$28,711.20

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 5/14/10 DUE DATE: 6/14/10 NAME: WILLIAM SHORE MEM POOL DIST.
CUSTOMER NO: 3757/3757 TYPE: PL - POOL

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF PORT ANGELES
PO BOX 1150
321 EAST 5TH
PORT ANGELES WA 98362

INVOICE NO: 26251
TERMS: NET 30 DAYS

AMOUNT: \$28,711.20

City of Port Angeles/William Shore Memorial Pool
 April 2010 Revenues/Expenses

	Mar Balance	Apr Charges	Apr Balance	Difference	Apr	Apr Balance	Difference	Explanation
121-8021-347-3011				\$ -	\$ -			
121-8021-347-3012	38,946.93	9,995.57	48,942.50	\$ -	\$ 9,995.57	48,942.50	\$ -	
121-8021-347-3013	16,951.24	6,180.63	25,131.87	\$ -	\$ 6,180.63	25,131.87	\$ -	
121-8021-347-3014	4,725.00	3,117.97	7,842.97	\$ -	\$ 3,117.97	7,842.97	\$ -	
121-8021-347-3015	297.00	137.64	434.64	\$ -	\$ 137.64	434.64	\$ -	
121-8021-347-3016	279.00	68.27	347.27	\$ -	\$ 68.27	347.27	\$ -	
121-8021-347-9020	1,630.64	374.95	2,005.59	\$ -	\$ 374.95	2,005.59	\$ -	
121-8021-362-8000	28.38	(0.52)	27.86	\$ -	\$ (0.52)	27.86	\$ -	
121-8021-369-8100	(12.50)	12.50	-	\$ -	\$ 12.50	-	\$ -	
121-8121-369-90-00	(24.00)	24.00	-	\$ -	\$ 24.00	-	\$ -	
	64,821.69	19,911.01	84,732.70	Total Revenues	\$ 19,911.01			
121-8121-576-00-00				\$ -	\$ -			
121-8121-576-1001				\$ -	\$ -			
121-8121-576-1011				\$ -	\$ -			
121-8121-576-2010				\$ -	\$ -			
121-8121-576-2030				\$ -	\$ -			
121-8121-576-2041				\$ -	\$ -			
121-8121-576-2042				\$ -	\$ -			
121-8121-576-2050				\$ -	\$ -			
121-8121-576-3101				\$ -	\$ -			
121-8121-576-3105	1,875.17	3,539.44	5,814.61	\$ -	\$ 3,539.44	5,814.61	\$ -	
121-8121-576-3120	1,271.41	444.21	1,715.62	\$ -	\$ 444.21	1,715.62	\$ -	
121-8121-576-4810				\$ -	\$ -			
121-8021-576-1001	23,768.31	7,267.62	31,035.93	\$ -	\$ 7,267.62	31,035.93	\$ -	
121-8021-576-1002	46,002.43	15,925.51	61,927.94	\$ -	\$ 15,925.51	61,927.94	\$ -	
121-8021-576-1011	1,467.37	149.12	1,616.49	\$ -	\$ 149.12	1,616.49	\$ -	
121-8021-576-2010	5,427.70	1,772.92	7,200.62	\$ -	\$ 1,772.92	7,200.62	\$ -	
121-8021-576-2030	727.64	246.32	973.96	\$ -	\$ 246.32	973.96	\$ -	
121-8021-576-2040				\$ -	\$ -			
121-8021-576-2041	77.83	26.10	103.93	\$ -	\$ 26.10	103.93	\$ -	
121-8021-576-2042	25.50	8.50	34.00	\$ -	\$ 8.50	34.00	\$ -	
121-8021-576-2044				\$ -	\$ -			
121-8021-576-2050	4,583.57	1,521.19	6,084.76	\$ -	\$ 1,521.19	6,084.76	\$ -	
121-8021-576-2051				\$ -	\$ -			
121-8021-576-2060				\$ -	\$ -			
121-8021-576-2080				\$ -	\$ -			
121-8021-576-3101	1,709.83	4,229.28	5,939.11	\$ -	\$ 4,229.28	5,939.11	\$ -	
121-8021-576-3105				\$ -	\$ -			
121-8021-576-3106	1,641.36	1,176.01	2,817.37	\$ -	\$ 1,176.01	2,817.37	\$ -	
121-8021-576-3107				\$ -	\$ -			
121-8021-576-3111		21.18	21.18	\$ -	\$ 21.18	21.18	\$ -	
121-8021-576-3120				\$ -	\$ -			
121-8021-576-3160				\$ -	\$ -			
121-8021-576-3401	968.40	24.00	992.40	\$ -	\$ 24.00	992.40	\$ -	
121-8021-576-3501				\$ -	\$ -			
121-8021-576-4150	80.00	10.00	90.00	\$ -	\$ 10.00	90.00	\$ -	
121-8021-576-4160				\$ -	\$ -			
121-8021-576-4210	209.37	62.79	272.16	\$ -	\$ 62.79	272.16	\$ -	
121-8021-576-4212	516.00	172.00	688.00	\$ -	\$ 172.00	688.00	\$ -	
121-8021-576-4310	513.00	358.00	871.00	\$ -	\$ 358.00	871.00	\$ -	
121-8021-576-4410				\$ -	\$ -			
121-8021-576-4530				\$ -	\$ -			
121-8021-576-4531				\$ -	\$ -			
121-8021-576-4532				\$ -	\$ -			
121-8021-576-4710	28,766.81	10,320.58	37,087.39	\$ -	\$ 10,320.58	37,087.39	\$ -	
121-8021-576-4810				\$ -	\$ -			
121-8021-576-4901				\$ -	\$ -			
	117,611.70	47,674.77	165,286.47	Total Expenses	\$ 47,674.77			
	52,790.01	27,763.76	80,553.77	Mar 10 Billing	\$ 27,763.76			
April 2010 billing	27,763.76							
Work Orders not posted to fund 121	936.39							
April 2010 copies	6.21							
April 2010 postage	4.84							
	28,711.20							

Copies for Pool as of April 30, 2010

# of Copies run on machine 1	1
# of Copies run on machine 2	806
Total # of copies run	807
cost per copy	0.0077
Total owed by pool for April copies	6.21

Mail Services For Wm. Shore Memorial Pool District

Postage Used for Month of April 2010

<u>Date</u>	<u># of pieces of mail</u>	<u>Amt. per piece</u>	<u>Total</u>
4/5/10	11	0.44	4.84
Total for April			4.84

CUSTOMER ACTIVITY LIST

PREPARED 5/13/10, 12:28:19
 PROGRAM MR430L
 CITY OF PORT ANGELES
 FROM DATE 00/00/00
 TO DATE 00/00/00

CUSTOMER ID..... 3757
 LAST STATEMENT... 4/30/10
 CURRENT BALANCE... 50.99
 PENDING..... 00
 PREVIOUS BALANCE.. 21,234.24

NAME: WILLIAM SHORE MEM POOL DIST.
 ADDR: C/O CHARLES MCCLAIN
 227 W. 8TH ST
 PORT ANGELES, WA 98362
 STAT: A ACTIVE, POOL

*PENDING TRANSACTION

TRANS DATE	CODE DESCRIPTION	INV #	ORIGINAL AMOUNT	AMOUNT UNPAID	OVERDUE	AGE	LAST BILL	CHG TYPE	AMOUNT UNAPPLIED	PYMT TYPE
5/07/10	PAYMENT		3,415.15				4/30/10		.00	AR
5/07/10	PAYMENT		3,415.15				4/30/10		.00	AR
4/30/10	XX001 FINANCE CHARGE		17,768.10	.00	50.99	010	4/30/10	F		
4/13/10	WSMPD March 2010 Poo	26017	.50		.00	010	4/30/10	F		
3/31/10	XX001 FINANCE CHARGE		46,522.35				4/30/10		.00	AR
3/26/10	PAYMENT		17,222.46				4/30/10			
3/18/10	WSMPD WSMED 4th Quar	25631	3,415.14				4/30/10			
3/15/10	WSMPD FEB '10 WSMED	25630	17,222.46				4/30/10			
3/08/10	PAYMENT		25,636.34				4/30/10		.00	AR
3/02/10	WSMPD December 2009	25449	5,838.47				4/30/10			
2/26/10	WSMPD Pool Maintenance	25442	1,403.23				4/30/10			
2/26/10	WSMPD Other Departure	25442	638.97				4/30/10			
2/26/10	WSMPD January '10 WS	25442	21,390.70				4/30/10			
2/26/10	WSMPD Pool Copy Expe	25442	13.66				4/30/10			
2/26/10	WSMPD Pool Mail Serv	25442	14.86				4/30/10			
1/25/10	WSMPD DEC 2009 WSMED	25228	25,686.34		.00	090	4/30/10			
1/13/10	PAYMENT		18,564.90				4/30/10		.00	AR
12/18/09	WSMPD WSMED NOV 2009	24767	18,564.90				4/30/10			
12/04/09	PAYMENT		66,833.36				4/30/10		.00	AR
11/10/09	WSMPD WSMED OCT 2009	24546	24,903.09				4/30/10			
10/15/09	WSMPD WSMED	24348	27,930.27		.00	010	4/30/10			
9/25/09	PAYMENT		46,119.76				4/30/10		.00	AR
9/16/09	PAYMENT		27,920.27				4/30/10			
9/16/09	WSMPD WSMED AUG 09 B	23961	18,139.67				4/30/10		.00	AR
8/24/09	WSMPD WSMED BILLING	23761	20,980.09				4/30/10		.00	AR
7/23/09	WSMPD WSMED BILLING	23532	21,920.27				4/30/10		.00	AR

TOTAL CHARGES: 251,831.22
 TOTAL PAYMENTS: 251,780.23

0-01*-
 0-50 +
 0-50 +
 50-00 +
 50-99 *



BOCC

223 E. 4th Street, Suite 4
Port Angeles, WA 98362
360.417.2233 fax 360.417.2493

Invoice No. WSMPD0510

INVOICE

Customer

Name William Shore Memorial Pool District c/o BOCC
Address 223 E. 4th Street, Suite 4
City Port Angeles State WA ZIP 98362
Phone 360.417.2233

Date 5/20/2010
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
10	Hours - May 2010	\$33.60	\$336.00
<p>PER PSA CONTRACT 100291.09.003</p> <p>Clallam County shall provide "Clerk of the Board" services to the District, as needed, which shall include, but not be limited to: staff support and acting as secretary to the William Shore Memorial Pool District Board of Commissioners,; taking responsibility for scheduling noticing, and coordinating all official public meetings of the board; taking, transcribing and assuring proper distribution of minutes of all official public meetings; official document management; working with the Chair to build board packets for upcoming meetings; preparing and distributing all official correspondence for the District.</p>			

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$336.00
Shipping & Handling	\$0.00
Taxes	
TOTAL	\$336.00

Office Use Only

~Thank you!~

If you have any questions please call 417.2383

0024886



RECEIPT

BlueHost, Inc.

Affordable, Reliable, Web Hosting Solutions
 1958 South 950 East Provo, Utah 84606
 Phone (888) 401-4678 Fax 801-765-1992
 support@bluehost.com

INVOICE #: 6918645
 DATE: 2010-05-20

TO Steve Burke
 William Shore Memorial Pool District
 255 E. 5th St.
 Port Angeles, WA
 US
 +1.3604174595

PAYMENT METHOD	STATUS	PAID ON
MC ending in 2689	Authorized	2010-03-26

DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
Purchase Web Hosting: williamshorepool.org	12 month	\$6.95/month	\$83.40
Purchase Domain Name Registration: williamshorepool.org	1 year	\$10.00/year	\$10.00
Purchase Registration Coupon: williamshorepool.org	1 year	\$-10.00/year	\$-10.00
TOTAL			\$83.40 USD

THANK YOU FOR YOUR BUSINESS!

McCLAIN, CROUSE & CO., PS
227 W. EIGHTH STREET
PORT ANGELES, WA 98362

INVOICE

1-360-457-3303

1-360-457-7415

William Shore Memorial Pool District
321 East Fifth Street
Port Angeles, WA 98362

Page Number: 1
Client ID: 6929
Invoice Date: 4/30/10
Invoice Number: 1670

Date	Services	Fee
	Previous Outstanding Balance	200.00
4/30/10	Monthly Accounting	250.00

New Charges: 250.00
Prior Balance: 200.00
Total Due: 450.00

Registered Warrants Information Form

1. What is the dollar amount necessary to cover your issued warrants? \$54,880.60
2. What is the approximate repayment date? April 2010
3. What is your projected revenue stream, and the sources of the revenue, for the time period stated above?

Dollar Amount

Source of Revenue

Estimate Tax Revenue (2010)

4. Does your district use interfund loans, or other cash flow borrowing? Yes No
If yes, please provide specific information.

5. Is your district a party to any significant litigation? Yes No

6. Please provide a current balance sheet that includes assets and outstanding debt for your district.

The Clallam County Treasurer will provide you with the necessary promissory note if Clallam County decides to purchase your registered warrants.

District Name: William Shore Memorial Pool District

Contact: Tammy Sullenger

Title: Secretary

Address: 223 E. 4th Street, Suite 4, Port Angeles, WA 98362

Telephone 360.417.2383

Signature _____ Date: _____

THE ISSUANCE OF REGISTERED WARRANTS

The William Shore Memorial Pool District (the district) and the Clallam County Treasurer hereby agree to the terms and conditions of the transaction as set forth in this agreement, to wit:

On May 25, 2010 the District shall issue warrants drawn on the Pool Fund, in registered form, payable to the Clallam County Treasurer in an amount and in accordance with the following terms and conditions:

Registered Warrant Principal \$ 54,880.60

Interest Rate – Washington State Local Government Investment Pool Rate plus 1.5%

Approval Date May 25, 2010

Redemption Date _____

Term (number of days) _____

Basis (days/year) 365 days

The District acknowledges and agrees to conform to the requirements under Washington State law (RCW 36.29.060) that all warrants be called for payment in the order of issuance. Accordingly, no warrant issued by the district subsequent to the herein described registered warrant shall be called or presented for payment until such time as the call has been made for payment of the herein described registered warrant.

The undersigned hereby acknowledge they have read the contents of this agreement and understand the conditions therein imposed and that each will abide by the terms as set forth in this agreement.

Dated this twenty-fifth day of May 20 10.

Michael C. Chapman
President

Title _____
Clallam County Treasurer

William Shore Memorial Pool District by: _____
Deputy Treasurer

5
5/25/10

PROPOSED SALARIES

	\$	Hours	Compensation	Benefits	Payroll Taxes	L & I	Total
Swimming Pool Director		2080	60,000.00	6,000.00	5,762.25	1,070.16	72,832.41
Program Coordinator		2080	31,200.00	3,120.00	3,300.86	1,070.16	38,691.02
Program Coordinator		2080	31,200.00	3,120.00	3,300.96	1,070.16	38,691.12
Head Guards	11.00	1586	17,446.00	-	1,845.79	816.00	20,107.78
Water Fitness Instructors	13.00	900	11,700.00	-	1,237.86	463.05	13,400.91
Water Safety Instructors	11.00	1460	16,060.00	-	1,699.15	751.17	18,510.32
Swimming Lesson Instructors	9.00	1000	9,000.00	-	952.20	514.50	10,466.70
Lifeguards	9.00	8160	73,440.00	-	7,769.95	4,198.32	85,408.27
			250,046.00	12,240.00	25,869.02	9,953.52	298,108.53

6
5/25/10

Memo

Date: 5/20/10

To: WSMPD Board

From: Craig L. Miller

RE: Financing agreement with county

Some months ago, the county treasurer requested that a financing agreement be created between the County and the district, to replace the current method of funding, which is based upon the issuance of the treasurer of registered warrants. Negotiations over that agreement have been ongoing between me and Alice Ostdiek of Foster, Pepper and Judy Scott, Clallam county Treasurer for some time. An agreement has now been reached which I can recommend to the board. A copy of that agreement is attached. This agreement will not alter the practicalities of how the district and the county handle money, but will change the nature of the legal relationship to one which should satisfy any concerns that might be raised concerning the County's short term financing of the District's operations.

I will be at the Board meeting on Tuesday, May 26, to answer any questions you might have.

COOPERATION AGREEMENT
relating to
FINANCING MATTERS FOR
THE WILLIAM SHORE MEMORIAL POOL DISTRICT

This AGREEMENT is dated as of _____, ____ 2010, by and between CLALLAM COUNTY (the “County”), a charter County organized under the laws of the State of Washington, and the WILLIAM SHORE MEMORIAL POOL DISTRICT (the “District”), a metropolitan park district duly organized and existing under and by virtue of the laws of the State of Washington. Capitalized terms used herein shall have the meanings set forth in Article 2.

The County and the District agree as follows:

ARTICLE 1.
Recitals

The following facts and circumstances form the background of this Agreement:

1. The District is a duly organized and legally existing metropolitan park district organized as a metropolitan park district under chapter 35.61 RCW, and a “municipal corporation” of the State of Washington, incorporated pursuant to an approving vote of its residents on May 19, 2009 and certified on June 3, 2009. The District is located entirely within the County. In accordance with RCW 35.61.050(4), composition of the Board of Metropolitan Park District Commissioners is governed pursuant to the Governance ILA.

2. The Board of Park Commissioners (the “District Board”) has previously found and determined that the residents of the District and the region will benefit from the District’s acquisition, operation and maintenance of a public, recreational swimming facility, known as the William Shore Memorial Pool (the “Pool”), which will provide for public swimming, water safety instruction, education and physical fitness opportunities, and swimming competitions.

3. Pursuant to RCW 67.20.010, the District and the County are each authorized, acting independently or cooperatively, to “acquire any land within this state for park, playground, gymnasiums, swimming pools, field houses and other recreational facilities, bathing beach or public camp purposes...and to build, construct, care for, control, supervise, improve, operate and maintain parks, playgrounds, gymnasiums, swimming pools, field houses and other recreational facilities, bathing beaches, roads and public camps upon any such land....”

4. The County and the District are authorized under RCW 67.20.020 to enter into an cooperation agreement for the purposes described above, and are further authorized under RCW 35.59.030 and .040 to participate in the financing of a “multi-

purpose community center” (including recreational facilities such as the Pool) on such terms as may be fixed by agreement between the respective legislative bodies.

5. The District is authorized, under RCW 35.61.210, to impose and collect a tax for park district purposes, and the County desires to provide financial assistance the District by establishing a line of credit to provide a smooth cash flow pending collection of such taxes.

6. The District Board on _____, 2010 adopted Resolution No. ____ (the “District Authorizing Resolution”), finding that entering into a cooperation agreement with the County for the purpose of providing ongoing cash flow assistance, pending collection of tax revenues, is in the best interests of the District and its residents and authorizing the Chair of the Board to execute this Agreement on behalf of the District.

7. The Board of County Commissioners on _____, 2010 adopted Resolution No. ____ (the “County Authorizing Resolution”), approving such assistance and authorizing the County Treasurer to execute this Agreement on behalf of the County.

ARTICLE 2. Definitions

Unless the context clearly requires otherwise, capitalized terms used in this Agreement have the following meanings:

“Available Revenue” means all revenues of the District from taxes, fees, charges or any other sources whatsoever (excluding Draws made hereunder and excluding federal and state grants) remaining after reasonable provision has been made for the District’s operating expenses as set forth in an approved budget.

“County” means Clallam County, Washington, a charter County organized under the laws of the State of Washington.

“District” means the William Shore Memorial Pool District, a metropolitan park district organized under ch. 35.61 RCW and other applicable laws of the State of Washington.

“District Board” means the Board of Park Commissioners of the District.

“Draw” means an amount advanced by the County to the District, pursuant to Article 3.

“Draw Limit” means a sum of \$750,000.

“Governance ILA” means the interlocal agreement entered into by and between the City of Port Angeles and the County, dated as of June 2, 2009, governing composition

of the Board of Metropolitan Park District Commissioners in accordance with RCW 35.61.050(4).

“Maturity Date” means June 30, 2014.

“Pool” means a public recreational swimming facility, to be known as the William Shore Memorial Pool, to provide for public swimming, water safety instruction, education and physical fitness opportunities, and swimming competitions. As used herein, the term Pool refers to all property and recreational facilities associated with the Pool, including all lands, interests in lands, property, property rights, equipment, buildings, structures and other improvements developed in association with the recreational swimming facility, and also including all walks, ramps, bridges, terminal and parking facilities for private vehicles and public transportation vehicles and systems, utilities, accessories, landscaping, and appurtenances incident to such facility.

“WSMPD Fund” means the fund of that name created in the office of the County Treasurer, in her capacity as *ex officio* treasurer for the District.

ARTICLE 3.

Establishment of Line of Credit; Draws

Section 3.1 Line of Credit Established. To provide financial assistance to the District pending receipt of tax and other revenues, the County shall make available to the District a revolving line of credit in an aggregate amount of not to exceed the Draw Limit at any one time outstanding.

Section 3.2 Draws by the District. Pending its receipt of tax and other revenues, the County shall advance to the District such amounts up to the Draw Limit as the District may request for proper District purposes, as follows:

(1) Whenever warrants are issued on the WSMPD Fund while the fund has a zero or negative balance, the County Treasurer shall make an advance from the County Treasurer’s Cash Fund in an amount sufficient to cover such warrants. However, the aggregate amount of all Draws so advanced and remaining outstanding at any one time shall not to exceed the Draw Limit, and the County Treasurer shall not make any advance that would cause the Draw Limit to be exceeded.

(2) Each Draw shall bear interest as set forth in Section 3.4(2) of this Agreement.

(3) Principal repaid may be re-borrowed, subject to the limitation that the principal amount outstanding at any given time may not exceed the Draw Limit.

Section 3.3 Debt Limit and Additional Debt.

(1) Under RCW 35.61.100, the District may incur non-voted indebtedness in an aggregate amount equal to one-quarter of one percent of the value of the taxable property within the District. For 2010, the value of taxable property within the District, as calculated by the County Assessor is \$_____ which limit (as of the date hereof) is

equal to \$ _____. The District represents and warrants that its outstanding indebtedness as of the date hereof is \$ _____. The District does not intend any indebtedness that may be created hereunder to be submitted to qualified electors of the District for approval.

Section 3.4 Repayment Terms.

(1) *Repayment Terms.* The principal amount of each Draw, together with interest thereon, calculated as set forth in subsection (2) of this section, shall be due and payable by the District from Available Revenue on June 1 (or, if June 1 is not a business day, then the last preceding business day) of the calendar year following the calendar year in which the Draw was made, in accordance with RCW 39.50.030. District payments will be applied first to costs owed to the County (if any) under this Agreement; second, to interest owed to the County on account of all outstanding Draws; and, third, to the principal of all outstanding Draws in the order in which such Draws were made. Principal repaid may be re-borrowed.

(2) *Interest Rate.* Each Draw will bear interest from the date of the Draw until such principal amount is repaid. Interest on the Draws will be calculated on the basis of a 365/366-day year, for the actual number of days elapsed. The rate of interest borne by each Draw hereunder shall be a variable rate equal to the U.S. 5-year U.S. Treasury Bill plus .50%, determined as of the first day of June each year, beginning with June 1, 2009, and shall change annually on the first day of each June on which any Draw (or portion thereof) is outstanding. Absent manifest error, all calculations of the County Treasurer shall be binding upon the District.

(3) *Final Maturity.* Unless paid earlier pursuant to subsection (1) of this section, all Draws hereunder shall mature on the Maturity Date and no Draw may be made later than 30 days prior to such date.

Section 3.5 Nature of District's Obligation. The District's obligation to make the Draw repayments to the County from Available Revenues and to perform and observe the other obligations on its part contained herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, abatement or otherwise, regardless of whether the Pool is operating at any particular time. The full faith, credit and resources of the District are hereby pledged for the payment of all Draws outstanding under this Agreement. The District's obligations under this Agreement shall continue in effect and shall survive until such time as principal and interest due to the County pursuant to any Draw or Draws made hereunder have been repaid, together with any costs owed to the County pursuant to Section 6.5 and Article 7. To further its ability to make such payments to the County, the District hereby irrevocably covenants and agrees to continue imposing the Tax pursuant to RCW 35.61.210 for so long as any District obligation to make payments to the County with respect to any outstanding Draw.

Section 3.6 Nature of County's Obligation. The County's obligation to advance funds to the District in the amounts, at the times, under the conditions and in the manner described herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, abatement or otherwise. The County agrees that it

will include in its budget for each fiscal year during the term of this Agreement, and appropriate, an amount that the County reasonably expects to be necessary to fulfill its obligation to make funds available to the District under the terms of this Agreement. Failure to so budget shall not be a default under this Agreement if the County otherwise fulfills its obligation to make funds available to the District under Article 3.

ARTICLE 4.
Rights of County Upon Advancing Funds

Section 4.1 Rights of the County.

(1) So long as any Draw remains outstanding, (whether or not the Draw is in default), the County shall have access to and may inspect, examine and make copies of the books and records and any and all accounts and data of the District.

(2) If at any time any Draw has not been repaid in full (as to both principal and interest) by the date that is 6 months after the end of the calendar year in which the Draw was made, the County may cease honoring any further Draw on the Line of Credit until such time as the amount due and owing with respect to such unpaid Draw or Draws is repaid in full, as to both principal and interest .

(3) In an event of default, then, upon consent of the parties to the Governance ILA, the County may (but shall not be required to) appoint a manager (which may be the County) for the Pool. A manager so appointed shall have all rights of the District to manage, operate and maintain the Pool and all the rights and powers customarily given to and exercised by a receiver. The manager shall be empowered to exercise its rights and powers in the same manner and to the same extent that the District could do, including without limitation the execution, enforcement and termination of contracts providing for management or maintenance of the Pool, all on such terms as are deemed best by the County to protect its interests under this Agreement. The County or the manager appointed by the County shall be entitled to receive a reasonable fee for managing the Pool.

ARTICLE 5.
Additional Obligations and Covenants

Section 5.1 Budgets. The District shall provide to the County a copy of its annual operating budget, as approved by the Board, and shall be provided with periodic reports comparing actual expenditures to the approved budget. The District shall not exceed the adopted budget without the express written consent of the County Treasurer.

Section 5.2 Additional Covenants.

(1) *Operation and Maintenance of Pool and other Assets.* The District shall cause the Pool to be operated and maintained in a business-like fashion (including the maintenance of proper and customary property and liability insurance, naming the

County as an additional insured), and shall cause adequate books and records to be maintained with respect thereto.

(2) *No Liens.* Neither the County nor the District shall grant or permit any lien (other than consensual liens such as contractors' liens) against the Pool or its interest therein without the consent of the County Treasurer.

(3) *Consent Required for Additional Debt.* For so long as this Agreement remains in effect, the District covenants that it will not incur indebtedness other than in the ordinary course of business unless prior written consent is obtained in accordance with Section 8.7. The District further agrees that any indebtedness to be incurred in the ordinary course of business may not be incurred without prior written consent of the County Treasurer, if it would cause the total outstanding indebtedness (exclusive of any amounts borrowed from the County pursuant to this Agreement) to exceed \$500,000.

ARTICLE 6. Remedies Upon Default

Section 6.1 Remedies on Default. Upon the occurrence of a default by either party in its obligations hereunder, the nondefaulting party may proceed to protect and enforce its rights in equity or at law, either in mandamus or for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, as the nondefaulting party may deem most effectual to protect and enforce any of its rights or interest hereunder.

Section 6.2 No Remedy Exclusive. No remedy conferred upon or reserved to either party by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute, and either party hereto shall be free to pursue, at the same time, each and every remedy, at law or in equity, which may have under this Agreement, or otherwise.

Section 6.3 No Implied Waiver. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. For the exercise of any remedy, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.4 Agreement to Pay Attorneys' Fees and Expenses. If a default arises under any of the provisions of this Agreement and either party hereto should employ attorneys or incur other expenses for the collection of amounts due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the other party contained in this Agreement, on demand

therefore, the nonprevailing party shall pay or reimburse the prevailing party for the reasonable fees of such attorneys and such other expenses so incurred.

Section 6.5 Dispute Resolution. The parties may mediate any dispute over the interpretation of any terms or conditions under this Agreement. Mediation will be made available upon request of either party. The costs associated with any such mediation shall be shared equally by the parties.

**ARTICLE 7.
Hold Harmless**

As between the County and the District, the District shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of any party, including its employees, arising out of the performance of this Agreement, except that caused by negligence and/or willful misconduct solely of the County and its employees acting within the scope of their employment. The District shall hold harmless the County and its officers, elected officials, agents, and employees against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of this Agreement or any act, error or omission of the District or the District's employees, agents, or subcontractors, whether by negligence or otherwise. The District's obligation shall include, but not be limited to, investigation, adjusting and defending all claims against the County alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the District, the District's employees, agents or subcontractors.

**ARTICLE 8.
Miscellaneous**

Section 8.1 Relation to Interlocal Cooperation Act and Governance ILA. The parties acknowledge that they have entered into this Agreement pursuant to the express authority granted to them by RCW 35.59.040 and 67.20.020, and nothing contained in the Interlocal Cooperation Act (chapter 39.34 RCW) limits the power or authority of either party to contract pursuant to the independent authority of these statutes. Nothing set forth in this Agreement is intended to limit the rights and duties of the parties relating to the Pool that are established through the Governance ILA or any other contracts between the parties.

Section 8.2 Governing Law; Venue. This Agreement is governed by and shall be construed in accordance with the substantive laws of the State of Washington and shall be liberally construed so as to carry out the purposes hereof. Except as otherwise required by applicable law, any action under this Agreement shall be brought in the Superior Court of the State of Washington in and for Jefferson County.

Section 8.3 Notices. Except as otherwise provided herein, all notices, consents or other communications required hereunder shall be in writing and shall be sufficiently given addressed and hand delivered or mailed by certified or registered mail, postage prepaid and return receipt requested, as follows:

To the County: County of Clallam
223 E. Fourth St.
Port Angeles, WA 98362
Attention: Treasurer
Fax:
Telephone:

To the District: William Shore Memorial Park District

Port Angeles, WA 98362
Attention:
Fax:
Telephone:

Notices shall be deemed served upon deposit of such notices in the United States mail in the manner provided above. The County, or the District may, by notice given hereunder, designate any further or different addresses (which may include email addresses and instructions for electronic notices and communications) to which subsequent notices, certificates, requests or other communications shall be sent.

Section 8.4 Binding Effect. This agreement shall inure to the benefit of and shall be binding upon the County and the District and their successors. This agreement may not be assigned.

Section 8.5 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.6 Amendments.

(1) *This Agreement.* This agreement may be amended, changed, modified or altered by an instrument in writing duly executed by the County and the District. This Agreement may not be terminated until all Draws on the Line of Credit have been repaid in full as to both principal and interest.

(2) *Authorizing Resolutions.* Neither the District nor the County shall amend its Authorizing Resolution without the prior written consent of the other party.

Section 8.7 Additional Debt. The District shall not incur any additional indebtedness, other than in the ordinary course of business (which shall be subject to the limitations in Section 5.2, above), without the prior written consent of the County so long

as no Draw amounts remain outstanding as to principal or interest. Such consent shall not be unreasonably withheld if the following conditions are met at the time:

- (a) The District is not in default under this Agreement or under the Authorizing Resolution and all Draws that have come due have been paid in full;
- (b) The proceeds of the additional debt will be used to fund expenditures relating to acquisition, operation and maintenance of the Pool;
- (c) The District's non-voted debt capacity under RCW 35.61.100 and 35.61.115, after such additional indebtedness has been incurred, is at least equal to the outstanding amount of all Draws on the Line of Credit.

Unless specified in a separate agreement or an amendment hereto, the County shall be under no obligation to make Draws hereunder to pay debt service on any additional debt.

Section 8.8 Waiver of Breach. No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, an in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults that were in existence a the time such payment or payments or performance were accepted by it.

Section 8.9 No Rights Created in Third Parties. The terms of this Agreement are not intended to establish or to create any rights in any persons or entities other than the County, the District, and the respective successors and assigns of each.

Section 8.10 Time of Essence. Time and all terms and conditions shall be of the essence of this Agreement.

Section 8.11 Effective Date of and Termination of Agreement. This agreement shall take effect upon its execution and recording with the Clallam County Auditor. Except as provided in Section 3.5, this Agreement shall terminate upon the Maturity Date. Article 7 shall survive the termination of this Agreement.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LEND MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the County and the District have caused this Agreement to be executed in their respective names by their duly authorized officers, and have caused this Agreement to be dated as of the date set forth on the first page hereof.

CLALLAM COUNTY, WASHINGTON

By: Chairman of the Board of County Commissioners

WILLIAM SHORE MEMORIAL PARK DISTRICT

By: _____

7
5/25/10

MEMORANDUM OF UNDERSTANDING
Interim Swimming Pool Director

This Employment Agreement between the William Shore Memorial Pool District, "DISTRICT"), a Washington municipal corporation, and Jayna Lafferty ("DIRECTOR") is entered into to continue the established good working relationship, and to avoid misunderstandings between the parties.

Section 1. Duties and Responsibilities

The duties and responsibilities of the GM shall be in accordance with the goals, objectives, policies, and plans established by the Board, past, present, and as shall be adopted from time to time. They shall include, but not be limited to, those duties as stated in the job description for swimming pool director for the District, a copy of which is attached hereto as EXHIBIT A and incorporated herein by this reference.

Section 2. Hours of Work

The Director shall work an unscheduled workweek. It is recognized that as part of her job, she may be required to spend some time outside normal office hours regarding District business. In recognition of these outside hours, the Director is entitled to establish her working hours as those required to accomplish the necessary business of managing the Pool District.

Section 3. General Leave

Director shall accrue one day of paid leave for each month served of the term of this Agreement. Director shall have the opportunity to "cash in" any remaining leave as of December 31, 2010. In the event of termination for cause, there shall be no payment made for unused leave.

Section 4. Termination

A. Termination date.

This Agreement shall terminate on December 31, 2010.

B. Termination Without Cause

The Board has the right to terminate the Director from employment without cause. Upon such a termination, the Director shall be paid her salary and benefits until the above mentioned termination date of December 31, 2010.

ORIGINAL

C. Termination With Cause

The Board has the right to immediately terminate the Director from employment for any disloyal, dishonest, or illegal conduct on her part. Salary and benefits shall end immediately upon such a termination.

Section 5. Salary

The salary of the Director for calendar year 2010 shall be FIVE THOUSAND DOLLARS (\$5,000.00) per month.

Section 6. Benefits

District shall pay up to FIVE HUNDRED DOLLARS (\$500.00) per month toward the purchase by Director of medical, dental, or vision insurance or other employee benefits.

Section 7. Official Travel and Business Expenses

District agrees to pay travel and the subsistence expenses of the Director for professional and official travel, meetings, and occasions approved by the District, in accordance with District Travel policies, and if none exists in accordance with guidelines approved by the State Auditor.

Section 8. Jury Duty

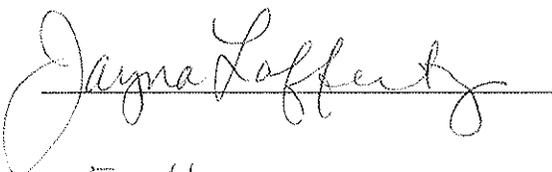
If the Director is required to perform any jury duty, she will be granted leave of absence with pay. Such pay shall be the same as if she had worked in accordance with her regular schedule for such day, less the amount received for jury duty on such day, except money received as a specified reimbursement for travel expenses shall be retained by her.

Section 9. Effective Date

This agreement shall become effective June 1, 2010.

DIRECTOR

WILLIAM SHORE MEMORIAL POOL DISTRICT



5-24-10

Date

Date

Approved as to Form:



CRAIG L. MILLER
Attorney to the Authority

5/24/10

Date

WILLIAM SHORE MEMORIAL POOL DISTRICT

Swimming Pool Director (Full time benefited position)

Under the direction of WSMPD Board of Directors President, the Swimming Pool Director directs and supervises the daily activities of the aquatic recreation facility. Responsible for establishing, implementing and monitoring aquatic programs including but not limited to; swim lessons, water exercise and open swim and other related activities at the facility. Coordinates and participates in the training of Program Coordinateds, lifeguards, head guards, swim instructors, and aerobic instructors. Schedules staff in areas of responsibility, supervises employees and conducts performance evaluations. Develops and monitors the budget, payroll, and billing.

ESSENTIAL FUNCTION: The following duties are not inclusive of all duties. Incumbent performs other duties as assigned. Duties and hours may vary depending on programming and staffing needs.

- 1) Plans and administers a comprehensive community aquatic program including instruction, fitness, recreation, and special events.
- 2) Hires and trains staff including lifeguards, swimming instructors, water aerobic instructors, as well as full time staff.
- 3) Markets and publicizes aquatic programs and special events.
- 4) Monitors, reviews, and employee schedules and timecards.
- 5) Performs duties as lifeguard, swim instructor and fitness instructors needed.
- 6) Schedules and implements employee training to ensure that pool staff are properly trained including implementation of all emergency action plans.
- 7) Monitors employee certifications to ensure all employees have the required certifications and licenses.
- 8) Establishes and maintains an effective work team by encouraging and motivating staff to meet District objectives and provide quality customer service.
- 9) Prepares and conducts performance evaluations; Applies disciplinary action as needed and appropriate.
- 10) Establishes and reviews work schedules for efficient operations to meet budget requirements.
- 11) Develops and monitors the budget for the WSMPD.
- 12) Prepares and maintains a variety of records and reports including, but not limited to, pool usage, program volume and participation, revenues, expenses and pool activities.
- 13) Develops and runs programs according to budget guidelines including adding or deleting programs as needed based on cost and attendance.
- 14) Prepares and monitors the aquatic safety programs, including compliance with applicable state laws and regulations;
- 15) Works as the contact for the WSMPD Advisory Committee and approves work carried out by the Advisory Committee on behalf of the District;
- 16) Attends any and all meetings having to do with District Business.

WORKING CONDITIONS AND PHYSICAL DEMANDS: Work is performed in a humid indoor swimming pool and office, working on wet or slick surfaces around the pool area. Must have the ability to frequently lift in excess of 50 lbs, bend, stoop and perform emergency rescue and life saving procedures involving strenuous physical activity. Work may require a flexible schedule, including some evening, weekend, and/or holiday hours.

EXPERIENCE AND TRAINING REQUIREMENTS:

- Four years work experience in a supervisory position required. Two years in a management capacity in a year-round aquatic facility is preferred.
- A Bachelor's degree in Recreation Administration, Physical Education or closely related field is desired.
- Proficiency with a personal computer and a variety of software, with the ability to learn new programs.
- American Red Cross certification as Lifeguard, Water Safety Instructor, First Aid and CPR/AED is required at the time of hire.
- American Red Cross certification as Lifeguard Instructor, Water Safety Instructor Trainer and Certified Pool Operator or Aquatic Facility Operator is required within six months, or within the next available testing cycle.
- Must pass Washington State Adult/Child Abuse records check prior to hire.
- Possession of or ability to obtain a valid State of Washington driver's license within 30 days of hire and a good driving record.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

- Principles, practices and techniques used in oversight of aquatic programs, including teaching, supervision, and risk management of a swimming pool.
- State and County health and safety codes related to the operation and maintenance of a swimming pool.
- Modern principles, practices, and techniques of management, supervision, and budgeting.
- Water chemistry including testing, water quality, and application of chemicals.
- District policies and procedures relative to the operations and maintenance of a pool.

Ability to:

- Read, interpret, apply and explain rules, regulations, policies and procedures.
- Plan, direct and coordinate the activities of a year-round aquatic recreation center.
- Good organizational skills and ability to handle multiple tasks effectively.
- Prioritize, schedule work, and meet schedules and deadlines.
- Use a variety of computer software to prepare and maintain a variety of records and reports.
- Effectively recruit, test, select, train, supervise and evaluate employees and volunteers.
- Work independently and as a team with minimal direction.
- Communicate effectively both verbally and in writing.
- Establish and maintain cooperative and effective working relationships with co-workers and the general public.

Effective Date: August 2009

APPROVAL SIGNATURES:

Date: _____

WSMPD Board Chair

8
5/25/10

Memo

Date: 5/24/10

To: WSMPD Board

From: Craig L. Miller

RE: Employee handbook and Policy manual

Attached are an employee handbook and a policy manual for WSMPD. These documents were originally proposed by the advisory committee, and have been reviewed by the finance committee, and by Jayna and myself. They are recommended to you for adoption.

I will be at the Board meeting on Tuesday, May 26, to answer any questions you might have.

Last Modified June 2010

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 - 9. WSMPD Employee Injury Report Form
 - 10. WSMPD Request for Leave Form
- William Shore Memorial Pool District Policy and Procedures

1.0 Facility Operations

1.1 Operating Hours

Monday through Friday: 5:30 A.M. – 9:00 P.M.

Saturday: 7:30 A.M. - 4:00 P.M. (rental available 4pm - 8pm)

Sunday: 10:30 P.M. - 4:00 P.M. (rental available 4pm - 8pm)

There may be special events or facility rentals scheduled during times when the center is normally closed.

1.2 Holiday Closures

The WSMPD will be closed the following days:

New Year's Eve Day

New Year's Day

Easter 4th of July

Thanksgiving

Christmas Eve

Christmas Day

1.3 Other Closures

There will be an annual closure for maintenance each year not expected to exceed one month.

The duration will be determined by the Aquatic Director and will depend on the amount of maintenance required. Passes will be extended for as long as the pool is closed.

During times of inclement weather, the pool will be closed for loss of power or lack of staff. Instructional programs will be cancelled when the Port Angeles School District cancels classes. For up to date information, please listen or call KONP Radio Station (1450AM, KSMQ 91.5 FM) or view the WSMPD website www.williamshorepool.org for current information.

2.0 Facility Rental

WSMPD facility is available for rentals on Saturdays and Sundays from 4pm until 8pm. All rental requests should be submitted on a facility rental form. Approval will be required from the aquatic director for rentals outside normal operating hours, or those requested less than one week in advance. No rentals will be booked until the rental fee is paid in full and the contract has been signed. Requests for refunds will be granted if made two or more working days before the scheduled rental. Rentals cost \$75 per hour include the entire facility, staff, and sauna. At least one hour must be booked. Additional time may be blocked off in increments of 15 minutes.

3.0 General Admissions

Admission to WSMPD is established by the board. General admission is broken up as follows:

- Youth (2-17),
- Senior (60+),
- Disabled,
- Adult (18-59),
- Family (up to 6 family members living in the same household), and
- Water Exercise.

General admission is good for one swim only. If patrons return later in the day, they will be required to pay the admission fee again. Patrons may pay by cash, check, or credit card.

3.1 Annual Passes

Annual passes are sold for youth, seniors, disabled, adults, and families. Prices are established by the WSMPD board. Patrons may pay by cash, check, or credit card. Days are added for extended pool closures.

3.2 Six Month Passes

Six month passes are sold for youth, seniors, disabled, adults, and families. Prices are established by the WSMPD board. Patrons may pay by cash, check, or credit card. Days are added for extended pool closures.

3.3 Three Month Passes

Three month passes are sold for youth, seniors, disabled, and adults. Prices are established by the WSMPD board. Patrons may pay by cash, check, or credit card. Days are added for extended pool closures.

3.4 12 Visit Script Cards

12 Visit Script Cars are sold for youth, seniors, disabled, adults, and exercise classes. Prices are established by the WSMPD board. Patrons may pay by cash, check, or credit card. Punch cards are not refundable, but have no expiration date. Adult punch cards may be punched for youth, disabled, and senior admission. Only exercise script cards may be used for exercise classes.

3.7 Complimentary Passes

Passes may be exchanged for services rendered to WSMPD, subject to governmental regulations upon the approval of the Aquatic Director and/or Board.

3.8 Refund Policy

THERE ARE NO REFUNDS EXCEPT UNDER THE FOLLOWING CIRCUMSTANCES. PASSES CAN BE DEACTIVATED FOR UP TO ONE YEAR AT A TIME. Passes are extended for annual maintenance closure.

• PASS REFUNDS

Passes will be refunded only on the basis that the individual moves away from the community or is permanently prohibited from use of the facility by circumstances beyond their control. In cases where refund is warranted, the amount left unused will be refunded.

3.9 Check Return Policy

Personal checks will be accepted for services and retail purchases for the amount of purchase only. There will be a \$25.00 service charge for all returned checks. No two party checks will be accepted. No payroll checks will be cashed.

4.0 Instruction and Swim Classes

4.1 Registration Policy

To ensure an organized and simple process for class registration the following policy has been approved by the WSMPD Board. Questions about this policy can be addressed to the Aquatic Director.

1. Registration will be on a first come, first serve basis
2. No registration will be accepted prior to the scheduled registration period.

3. Registration must be completed at WSMP or by phone. Phone registrations must be done with a Visa or MasterCard and the student must have a signed release on file.
4. Registration will end prior to the second day of class. No registrations or transfers will be done past this point.
6. 2 students must be registered for a class to run. Parents may opt to transfer to another class, have a credit placed on their WSMPD account, request a refund, or pay for the second child (ghost child).

4.2 Refund Policy

1. Full refunds will be granted prior to the start of class.
2. Partial refunds will be prorated for class days attended. These refunds are for unforeseeable reasons such as illness or injury. In cases of illness or injury, a doctor's note must accompany the refund request.

4.3 Water Exercise Classes

1. Registration is not required for Water Exercise Classes. Patrons may pay a drop in fee for fitness classes.
2. Patrons may also purchase a 12 visit script card.

4.4 Class Observation and Viewing

Parents and students may use the north end bleachers behind the fence to view classes and instruction. Parents and guardians with small children may enter the pool deck area before and after a class to help with their children.

Students who arrive prior to the class must wait on the public viewing bleachers for their instructor. Students must exit pool area immediately following lessons. Guardians of young children may pick children on the pool deck immediately after the swim lessons.

4.5 Disabled Assistance Policy

The Hydrolift chair is available at all swims. Those patrons requiring assistance in the locker room and pool are encouraged to bring a trained companion to assist them. The trained companion will not be charged admission, but must remain with the disabled individual at all times. WSMPD staff are not available to assist in the pools or in the locker room.

4.6 Solicitations/Petitions/Surveys/Literature

Persons on WSMPD premises may not solicit, survey, petition, or distribute literature to employees or patrons inside the facility at any time. Outside the facility, such individuals may not engage in any of these activities on the walkways and on the concrete entry areas between the parking area and the doors to the building, because such conduct may impede or prevent patrons from entering or exiting the facility. This rule applies equally to all outside organization activities, including but not limited to scout sales, holiday "bell ringers", community group fundraisers, sales persons, and all similar activity. It applies as well to all persons engaging in any communications activity including boycotting products, promoting political or union causes, or engaging in petition signature drives.

5.0 Miscellaneous Policies

5.1 Lost and Found

All items, are placed in the lost and found located the main office of WSMP. WSMP is not responsible for items left behind. Usable items not claimed within 2 weeks will be donated to a charitable organization or used by the facility. Unusable property will be disposed of. Patrons must come in to identify their items. Staff will not verify if an item is in the lost and found.

5.2 Bulletin Boards

WSMPD bulletin boards will be used for community events and government notices as well as WSMPD announcements. No advertisements of a personal nature will be posted.

5.3 Bicycles

Bicycles must be parked in racks as provided and not on the sidewalks near the entries or inside the building. The use of bicycle locks is encouraged.

5.4 Skateboards and wheeled Vehicles

Skateboarding, rollerblading or use of other off-road wheeled vehicles is not allowed in or around the facility. Violators will be told to stop. If the violation continues, the police will be called and the violation reported.

5.5 Automobiles

All motorized vehicles must be parked in the area provided for vehicle parking. Disabled parking is available. Anyone parking illegally in the disabled area will be asked to move his/her vehicle. If he or she refuses, the police will be called and the violation reported.

5.6 Overnight Parking

Vehicles left overnight will be subject to removal at owner's expense. An exception is if a swim team has an overnight meet then cars can be left in the West side parking area overnight with previous notification to the Aquatic Director. WSMPD is not responsible for any theft or damage a vehicle receives while using the parking facility.

5.7 Patron Comment Forms

Patron Comment Forms are available from the front desk. These forms are reviewed by the Director and/or the Board. Reasonable attempt will be made to contact persons making suggestions to address concerns. Anonymous communications will not be considered.

6.0 Rules and Regulations

Lifeguards may use their discretion for rules not listed here but pose safety concerns. Reasons for the rules are included to provide information to patrons as to why the rules exist.

6.1 General Facility Rules

- Children 6 and older must use the locker room of their gender. Family changing rooms may be used by parents with older children of a different gender
 - Not appropriate, causes some to feel uncomfortable
 - Lifeguards must be on duty before swimmers are allowed in the water.
 - Health Department Code
- The William Shore Memorial Pool reserves the right to prohibit or eject any person who may endanger the safety of others or self or cause offense to others.
 - To prevent injury to swimmers or guests
 - To allow a safe swimming environment
- Smoking is not allowed in the facility or within 25 feet of any doors, windows, or vents.
 - Health Department Code
 - WSMPD Policy
- Food and drinks are not allowed in the locker rooms, family-changing room or inside the deck fence.
 - Health Department Code

- Pool policy
- Helps to keep the facility clean
- Glass containers are not allowed in the facility.
 - Health Department Code
 - Broken glass will cause injury
 - Broken glass is difficult to clean out of the pool
- The William Shore Memorial Pool is not responsible for lost or stolen items.
 - Lockers are available in the locker rooms
- Lost and found items will be given to charity after 2 weeks.
 - Lack of room to store items
- No changing on deck.
 - Health Department Code
- Persons with infections or open wounds are not allowed in the pools.
 - Health Department Code
- Every person must take a shower before entering the pool.
 - Health Department Code
 - Helps to keep chemical levels balanced
 - To rinse off any particles that may effect water quality
- Appropriate swimwear must be worn.
 - This is a family facility
 - Health Department Code
- Plastic pants with a cloth diaper or swim diapers must be worn by patrons needing protection in the pools. Disposable diapers are not allowed.
 - Health Department Code
 - Helps to control contamination
 - Disposable diapers fall apart when saturated
- Street shoes must be clean to be allowed on the pool deck.
 - Pool Policy
 - Helps keep deck and pools clean of debris
- Only service animals are allowed in the facility and must remain in the lobby and/or spectator areas.
 - Health Department Code
- Persons under the influence of alcohol or drugs are not allowed in the facility.
 - Is a hazard for both the individual as well as other patrons and staff
 - Health Department Code
 - Pool Policy
- The Family Changing room is reserved for persons with disabilities and families with older children of different genders.
 - Limited availability
 - Locker rooms are provided
- Day Camps must provide one adult per 5 children under 8 years of age.
 - To ensure proper supervision for large groups
- Children 7 years and under must be accompanied by an adult in the water within arms reach at all times regardless of swimming ability.
 - Pool Policy
 - To ensure proper adult supervision
 - To ensure the child's safety
- Distracting, splashing or disobeying the lifeguards is not allowed.
 - Could lead to missed rule enforcement or rescues
- Only forward, feet first jumps allowed off the sides of the pools where diving is not allowed.
 - Diving could cause serious injury

- Spinning patrons could catch a limb or their chin on the gutter
- People jumping backwards could land on someone they couldn't see
- No hanging or sitting on the lane lines or buoy lines.
 - Doing so stretches out the cable and causes it to break
 - Non swimmers could go to deep water and need to be rescued
- The competitive starting blocks are used during instructional or competitive swim program times in the presence of a coach or other trained instructor.
 - Shallow dives need to be taught properly and supervised
- Non-swimmers must stay in shallow water of less than chest depth or with an adult who is in water of less than chest depth regardless if they are wearing or using a floatation device.
 - Ensures they will be able to stand if they have problems
 - Lifejackets indicate that a patron is a non-swimmer
- Patron's floats and toys are allowed during swims and must be clean and approved by the supervisor before entering the pool.
 - Some toys are not appropriate or can cause injury
 - Toys need to be clean to help keep debris out of the water
- Patrons must be able to comfortably swim the width of the shallow end with their face in the water if they wish to go off the diving board or swim in the dive tank.
 - Swimming proficiency can be tested for those going in deep water
- The dive tank is off limits for swimming when the diving board is in operation.
 - Injury can occur if the swimmer in the water gets jumped on
 - Health Department Requirement
- Diving is only allowed in the dive tank when the diving board is closed.
 - To ensure no one gets jumped on causing injury
- When diving from the board, leave only forward or backwards from the end of the board. Patrons must leave the board in a standing position.
 - Leaving from the side of the board can cause injury
 - Butt bounces could cause injury
- Only one person on the diving board at a time.
 - Ensures that the previous swimmer will not get jumped on
 - Health Department Code
- Each patron on the diving board must wait until the previous patron has reached the pool ladder and is climbing out of the pool before going off the board.
 - Ensures that the previous swimmer will not get jumped on
- Only one bounce allowed on the diving board.
 - Health Department Code
 - The board is very bouncy and is difficult to control
 - It holds up the line
- Patrons must dive or jump straight off the end of the diving board.
 - Jumping off the side could cause injury
 - Non-swimmers may attempt to go off the board if they see others jumping from the side
- Patrons must leave the diving board in a standing position.
 - Butt bounces and cartwheels/handstands may cause injury
- Patrons must swim in a safe and quick manner to the closest pool ladder and climb out of the pool immediately.
 - Ensures that the swimmer will not get jumped on
 - It won't hold up the line for the board

6.2 Sauna Rules

- The maximum capacity is 10 patrons at any one time.
 - To prevent over crowding
- Patrons 15 years of age and over may use the sauna.

- Pool Policy
- Adult sanctuary
- Extreme heat can cause problems including heat exhaustion or heat stroke
- Every person must take a shower before and after entering the sauna.
 - Health Department Code
 - To help cool the body
 - To rinse off any particles that may effect water quality
- Pregnant women, elderly persons and patrons suffering from heart disease, diabetes or high blood pressure should use caution and consult their physician before using the sauna.
 - Extreme heat can cause problems including heat exhaustion or heat stroke
 - Extreme heat can increase the effects of medical conditions
- Patrons should limit their stay in the sauna to 15 minutes at any one session.
 - Health Department guideline
 - Helps to prevent heat exhaustion and heat stroke
- Exercising is not allowed in the sauna.
 - Health Department regulation

6.3 Swimming Lesson Rules

- Students may not enter the water until their instructor begins class.
 - Ensures classes start and end on time
 - Pool space is reserved for classes at that time
 - Ensures students are being supervised
- Students must stay with their instructor at all times when in the pool.
 - For proper supervision
 - To keep interference with other classes to a minimum
- Lifejackets may be used on diving board during swimming lessons.
 - Use of lifejackets in deep water must be supervised by a trained instructor
- Students must get out of the pool when the lessons end. Instructors need to make sure all of their students are out before they leave the class area.
 - Ensures classes start and end on time
 - Pool space is reserved for classes at that time
 - Ensures students are being supervised
- There are no make-up days for lessons. If the pool cancels for any reason, a credit will be placed on the student's account.
 - Make-ups would interfere with lesson planning and teaching progression
- All pool rules apply.
 - Students and instructors must adhere to the same rules to ensure safety

6.4 Lap Swimming Rules

- All patrons in lap lanes must swim laps. Maximum occupancy is 8 patrons per lane unless otherwise designated, i.e. water walking, swimming lessons, therapy groups. Individuals not swimming laps will be asked to leave the lap lanes
 - Lap lanes are in high demand
 - Open spaces are provided for recreational swimming
- When the lap lanes become crowded, patrons will be asked to swim in a circular direction. During this time, patrons will need to swim in a lane that matches their swimming speed.
 - To allow maximum use of lap lanes
 - To keep slower swimmers from being run over
 - For faster swimmers to get a workout
- Equipment such as pull buoys, masks, fins, snorkels and paddles may be used.
 - Must be used properly
- Open to all ages. Children must be able to swim at the same pace as the slowest swimmer.
 - To allow all lap swimmers time to workout

- To allow maximum use of lap lanes
- Some children are on swim teams and swim faster than many adults

6.5 Lap Swimming Etiquette for circle swimming

- Swim to the right of your lane at all times
 - To prevent head on collisions
- When passing another swimmer, pass to the person's left, down the middle of the lane at full speed. Once you have finished passing, swim to the right of the lane again.
 - To help prevent injuries with on coming swimmers
- When being passed, slow down until the overtaking swimmer has completely passed you.
 - To allow the faster swimmer to pass without incident
 - To help prevent injuries with on coming swimmers
- If someone is at your heels, when you reach the wall pause to let that person pass.
 - To allow the faster swimmer to pass without incident
 - To help prevent injuries with on coming swimmers
- When swimming into the wall, keep to the right (not the middle or the left) so that if a person is passing you at the end of a lane they will have space to turn.
 - To allow the faster swimmer to pass without incident
 - To help prevent injuries with on coming swimmers
- When standing at the wall of a lane, stand to the left (when facing the wall) whenever possible to allow space for the incoming swimmers.
 - To allow the faster swimmer to pass without incident
 - To help prevent injuries with on coming swimmers
 - If a problem should arise, be sure to let the lifeguard know.
- Lifeguards can explain to swimmers new to lap swimming the proper etiquette
 - To prevent problems between lap swimmers
- If you are swimming faster than others are in your lane, move to a faster lane. If you are swimming slower than others in your lane, move to a slower lane.
 - To allow the faster swimmer to pass without incident
 - To help prevent injuries with on coming swimmers
- If you want to stretch out or do other exercises in the water, use the appropriate part of the pool.
 - To help prevent injuries with lap swimmers

6.6 Open Swim Rules

- Maximum occupancy is 234.
 - Heath Department code
- All floatation devices including mats and inner tubes must remain in the shallow section of the pool.
 - Prevents non-swimmers from getting in water that is too deep
- Patrons must be able to comfortably swim the width of the shallow end with their face in the water if they wish to go off the diving board or swim in the dive tank.
 - Swimming proficiency can be tested for those going in deep water
- No standing on mats or inner tubes, both must be kept at least 3' from the pool edge.
 - To prevent injury from falling into the pool wall
- Soft, inflatable balls and toys may be used at the lifeguards' discretion
 - Depending on size appropriateness and swimmer load
- No running.
 - Health Department code
 - The deck is wet and slippery and patrons could easily fall
- Talking to, splashing or distracting the lifeguards is not permitted.
 - Prevents the guard from maintaining a 10 second scan
 - Takes the guard away from other duties
- No chicken fights or shoulder rides.

- Can cause neck injury
- No profane or abusive language, fighting, or other offensive behavior. Patrons engaging in these activities will be asked to leave the building.
 - This is a family facility
- Dunking, pushing, spitting or other forms of horseplay are not allowed in the facility.
 - Can cause injury
- Only forward, feet first jumps from the deck are allowed in shallow water. Forward feet first jumps and dives are allowed in the 12' area. Front flips, back flips, and/or back dives are not permitted from the side of the pool.
 - To help prevent swimmers in the water from being jumped on
 - Swimmers doing back jumps could catch their chin on the side of the pool
 - Too shallow to dive in less than 9ft.
- Anyone wearing a lifejacket is assumed to be a non-swimmer and must be within arms reach of an adult at all times.
 - To help prevent non-swimmers from getting in water that is too deep

6.7 Equipment Rules

- Kickboards may not be sat or stood on.
 - They can shoot out and hit someone causing injury
 - Lifejackets are available at any swim.
 - Try to ensure swimmers get a proper fit
 - Make sure users understand the lifejacket rules
 - Children wearing lifejackets must have an adult within arms reach or stay in water where they can touch while wearing the lifejacket. Adults wearing lifejackets must stay in chest deep water where they can touch while wearing the lifejacket.
 - Lifejackets do not prevent people from drowning
 - Smaller children can easily tip over on their face and not be able to get up
 - Inflatable equipment will be restricted to the shallow end.
 - To prevent non-swimmers from getting out over their head in deep water.
 - Standing on, jumping on, or diving on/into the inner tubes or other inflatable equipment will not be allowed.
 - Could cause injury
 - Could cause equipment damage
 - If people bring their own toys, they may use them. Toys left unattended may be removed.
- Squirt guns may be used as long as they are used responsibly.
- Unattended toys will be removed to help prevent tripping or theft
 - Squirt guns used to squirt swimmers in the face and to squirt those who do not want to be squirted will be removed by the lifeguard
- Stacking of inner tubes and/or mats is not allowed.
 - Stacking tubes or tubes and mats blocks the lifeguards view
 - Only one mat/inner tube per person
 - Inner tubes must be kept at least 3 feet from the edge of the pool.
 - To prevent swimmers from falling into the wall or gutter of the pool thus causing injury

EMPLOYEE HANDBOOK

LAST MODIFIED JUNE 2010

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1.0 Introduction

1.1 Mission Statement

The mission of the William Shore Memorial Pool District is to provide all patrons with a variety of aquatic activities that are safe and enjoyable in a clean and family oriented environment.

1.2 Welcome

Welcome to the William Shore Memorial Pool District (WSMPD). Our emphasis on teamwork encourages cooperative decision-making among employees and management. WSMPD actively seeks to create a positive environment in which every employee can realize his or her full potential. Your co-workers, Supervisors, and Aquatic Director are all available to help you as you become accustomed to how this facility operates. Please ask questions during your orientation and throughout your employment so that you are confident in your position.

1.3 Purpose of Employee Handbook

This Employee Handbook has been prepared as a guide and reference to acquaint employees with the policies and procedures of the WSMPD. The policies and procedures described in this Employee Handbook are not conditions of employment and do not constitute a promise of specific treatment in specific situations. WSMPD may, in its sole discretion, change, delete, suspend or discontinue any part or parts of the policies in this Employee Handbook at any time with or without prior notice or reason. The WSMPD Board and/or the Aquatic Director may vary or modify any WSMPD personnel policy, on a case-by-case basis, if it is found that strict application of the policy is impractical or if it would result in hardship. Exceptions granted in any instance will not be binding in the future. The WSMPD Board delegates to the Director broad discretion in all aspects of personnel relations, subject to the advice and concurrence of the Board.

This Employee Handbook and any of its policies do not constitute an employment contract or a guarantee of employment for any specific period of time. Unless an employee has a written employment contract with WSMPD for a specific period of time, employees of WSMPD are employed for an indefinite period of time, and both the employee and WSMPD may terminate the employment relationship at any time, with or without reason or notice. Only the Aquatic Director or the Board, in writing, can alter the "at-will" status of an employee's employment.

After reviewing the manual, please sign the Receipt and Acknowledgment of WSMPD's Employee Handbook form included at the end of this handbook confirming that you have received and understand the contents of WSMPD's Employee Handbook.

1.4 History of WSMPD

The William Shore Community Pool was built in 1961 under the jurisdiction and operation by the City of Port Angeles. In 2009, voters approved to establish the William Shore Memorial Pool District (WSMPD) to own and operate the swimming facility. The governing body of the WSMPD is composed of two City of Port Angeles council

members, two Clallam County commissioners, and one at-large commissioner, who is approved by the WSMPD governing board. The WSMPD administers all the programs involving the pool and receives revenue from fees charged to pool users.

The WSMPD employs approximately 35 people. WSMPD has an unrelenting commitment to excellence and the equitable treatment of its employees and patrons.

2.0 Personnel Employment Policy

2.1 Professionalism

While employed at WSMPD and on duty, employees will keep their attention directed at their work and maintain professionalism in their communication, conduct and presentation. All staff must wear the appropriate uniform. Body decorations must not be obscene or will need to be covered up. Failure to do so will be subject to disciplinary action.

2.2 At-Will Employment

Employment at WSMPD is at-will, which means that WSMPD may terminate the employment relationship at any time with or without reason or notice. The at-will relationship cannot be modified by any oral statements or promises, by anything in this Employee Handbook or in any other manuals or handbooks, or by any other materials except in writing signed by the Aquatic Director or the Board.

2.3 Equal Employment Opportunity

WSMPD is an equal opportunity employer. Employees and applicants will not be subjected to unlawful discrimination or harassment based on race, color, religion, gender, sexual orientation, age, national origin, veteran's status, marital status, physical or mental disability, or any other basis prohibited by applicable state, federal or local laws.

2.4 Employment Eligibility

Federal regulations require WSMPD to comply with the Immigration Reform and Control Act of 1986. All new employees must complete an I-9 Form and provide proof of their identity and their ability to work in this country. If a new employee is unable to provide the necessary documentation at the time of hire, the offer for employment will be withdrawn.

2.5 Employment of Relatives

While WSMPD has no prohibition against hiring relatives of other employees, close family members such as parents, children, spouses, siblings, significant others, or in-laws will not be hired into, or transferred from, positions where they directly or indirectly supervise or are supervised by another close family member or significant other. WSMPD reserves the right to determine in all cases if a close relationship exists to prohibit a supervisory relationship.

2.6 Non-fraternization

While WSMPD encourages amicable relationships between members of management and their subordinates, it discourages involvement in a romantic relationship. Any

appearance of favoritism or impropriety amongst individuals who are romantically involved may be considered grounds for corrective action up to and including termination of the management individual involved in the relationship.

2.7 Outside Employment

While WSMPD does not prohibit employees from having other employment, it must not affect the employee's work hours, interfere or conflict with the employee's regular duties, raise any ethics concerns or necessitate long hours that may have an impact on the employee's working effectiveness.

2.8 Employment Applications

WSMPD accepts applications and/or resumes on an ongoing basis for seasonal positions. All applications and/or resumes must designate the position being applied for or they will be discarded. WSMPD retains applications and/or resumes up to 6 months. Individuals interested in employment will need to submit an application and/or resume every six months.

WSMPD only accepts applications and/or resumes for full time positions as they become available. After the hiring process is complete, applications and/or resumes will be held on to for up to 6 months as part of a hiring pool.

No individual can be made an offer of employment without filling out an Application for Employment. If a candidate has submitted a resume in order to apply for an open position, but will need to complete the application in full including their signature.

2.10 Disqualification of Applicants

Applicants may be disqualified or refused an opportunity for an interview as determined by the Aquatic Director for the following reasons:

- Failure to meet the minimum qualifications and requirements for the position including inability to physically or mentally perform the bona fide occupational qualifications of the job, even with reasonable accommodations;
- Failure to furnish true statements of material facts;
- Practice or attempted practice of fraud or deception in filing the application or any connection thereof;
- Given prior notification, failure of an applicant to be promptly present at the time and place designated for an interview;
- Attempted use of public opinion in the form of “bullying,” petitions, and/or repeated pressure to secure an interview/employment;
- Prior unsatisfactory relationship with WSMPD.

2.11 Posting of Available Positions

Job openings will occur from time to time. Available positions will be posted on at the pool and at www.williamshorepool.org. Seasonal positions will be posted until filled. Full time positions will have a specific closing date.

To apply for an open position, all candidates must complete and turn in the Application for Employment. Resumes are welcome and may be attached to the Application.

2.12 Transfers to Other Job Categories

WSMPD is committed to the professional development of its employees. In an effort to retain our experienced employees, mobility from within the organization is encouraged. At WSMPD's discretion, it may require or permit employees to make a temporary or permanent transfer to another job category in order to accommodate business needs. In such instances, additional training may be provided.

2.13 Reduction in Force

On occasion, WSMPD may be forced to reduce staff for business or economic reasons. In selecting the employees who will remain with the organization, only job related criteria will be used. Job related criteria will be based on the employees' current performance including: competencies, skills, responsibilities, professionalism, character, experience, leadership, education and training, personal commitment and seniority.

2.14 Accommodation

WSMPD will make reasonable accommodations for the known physical or mental disabilities of an employee, unless undue hardship would result. The employee should advise the Aquatic Director of any accommodations he or she believes is medically necessary in order to perform the job. Aquatic Director may request medical certification from the employee's health care provider and WSMPD will determine what, if any, reasonable accommodation may be appropriate. WSMPD may take other action regarding employee accommodation, as appropriate, in accordance with state, federal or local laws.

2.15 Respectful Workplace

WSMPD strives to maintain a workplace that fosters mutual respect and promotes harmonious, productive working relationships. WSMPD believes ingoing beyond what is required by law and expects our employees to treat each other in a manner in which they would like to be treated and to give to others the respect that is due to every individual whether it is a fellow employee, member of management, customer, or visitor to WSMPD. Therefore, WSMPD prohibits any behavior that is discourteous or demeaning to other employees. Disrespectful behavior may include, but not limited to, the following:

- Jokes that demean another individual or group of individuals;
- Name calling or nicknames that may be offensive;
- Taking credit for another individual's work or ideas;
- Refusing to communicate or speak with another individual;
- Offensive verbal, visual, or physical conduct;
- Repeated negative comments about others either orally or in writing;
- Threatening another individual
- Gossiping about another individual;
- Any type of "bullying" behavior.

WSMPD expects that everyone will act responsibly to establish a pleasant and friendly work environment. However, if an employee feels he/she has been subjected to any form of disrespectful behavior, the employee should report that conduct to his/her immediate supervisor or another member of management within three calendar days of the offense. (Employees are not required to approach the person who has been disrespectful to them). All employees should notify a member of management regarding any disrespectful behavior that they witness or are told another person received.

WSMPD will conduct its investigation in as confidential a manner as possible. Interviews, allegations, statements, and identities will be kept confidential to the extent possible. However, WSMPD will not allow the goal of confidentiality to be a deterrent to an effective investigation. A timely resolution of each complaint will be reached and communicated to the employee. Appropriate corrective action, up to and including termination, will be taken promptly against any employee engaging in disrespectful behavior. The corrective action issued will be proportional to the severity of the conduct. The alleged perpetrator's employment history and any similar complaints of prior disrespectful behavior will be taken into consideration.

WSMPD reserves the right to determine whether any type of behavior is disrespectful and injurious to the morale of the organization.

When issues arise that involve the Aquatics Director, the procedure is as follows: The complaint should be made to the chairman of the board of commissioners of WSMPD. Investigation and appropriate corrective action, if necessary, shall be the responsibility of the board.

2.16 Anti-Harassment and Non-Discrimination Policy

WSMPD prohibits any form of unlawful harassment or discrimination in the workplace. Harassment or discrimination based on an individual's sex, race, color, national origin, religion, gender, sexual orientation, marital status, veteran's status, physical or mental disability, or any other characteristic protected by state, federal or local law is unacceptable and will not be tolerated. Conduct that demonstrates mutual respect is expected of all employees in the workplace. Retaliation against any person who complains of harassment or discrimination in good faith, or who participates in an investigation in good faith, is also prohibited.

Sexual harassment is one form of unlawful harassment. Sexual harassment can be, but does not have to be, "sexual" in nature. Rather, sexual harassment is harassment that would not occur but for the gender of the person to whom it is directed. Sexual harassment may include requiring a person's submission to, or rejection of, sexual advances and/or sexual harassment may alter that person's terms or conditions of employment. Sexual harassment also includes a sexually abusive, intimidating, hostile, or offensive work environment. Such an environment can be created by unwelcome sexual advances, requests for sexual favors, gender harassment, the display of sexually suggestive objects or pictures or emails, or any other verbal or physical conduct that

would not exist but for the gender of the person at whom it is directed and which has the effect of unreasonably interfering with an employee's work performance.

2.17 Reporting Discrimination and Harassment of Any Type

Any employee who believes that he or she has been subjected to objectionable conduct prohibited by this policy is encouraged (but not required) to let the offending person know immediately and firmly that the behavior is offensive.

- Any employee who believes that he or she has been subjected to objectionable conduct prohibited by this policy must report it immediately to the Aquatic Director.
- Each reported incident of unlawful harassment or discrimination will be investigated. Although we cannot guarantee confidentiality, reasonable efforts will be made to disclose information only as needed to investigate and resolve a complaint. If it is determined that a complaint is valid, appropriate remedial action will be taken promptly. When appropriate, the employee will be informed that remedial action has been taken but may not be told information that WSMPD deems to be confidential.
- Individuals reporting complaints or providing information in good faith in connection with an investigation will not be retaliated against for their participation in this procedure.
- Supervisors must report any incidents, or reports of incidents, of harassment or discrimination to one of the following individuals: the Supervisor or Aquatic Director..
- Employees found to have engaged in conduct in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

When issues arise that involve the Aquatics Director, the procedure is as follows: The complaint should be made to the chairman of the board of commissioners of WSMPD.

2.18 Employment Records

WSMPD is required to keep accurate, up-to-date employment records on all employees to ensure compliance with state and federal regulations and to make certain that important mailings reach all employees.

Employees must inform WSMPD of any necessary updates to their personnel file such as change of address, telephone numbers, emergency contact, etc.

WSMPD will verify dates of employment and job titles to outside agencies inquiring by telephone. No other information will be given out about an employee without written authorization from the employee except what is required to comply with the law.

All current employees will be permitted to review their personnel files at reasonable times with reasonable notice. Former employees will not normally be permitted to review their personnel files after leaving the organization.

2.19 Reference Policy

Any employee who receives a request for an employment reference shall refer all requests to the Aquatic Director. When giving reference, only the dates of employment and job title will be given or verification of information already in the inquiring party's possession. A letter of reference may be provided to the employee upon request from the

employee with a written release. It is the responsibility of the employee to provide the letter to the place/s at which the employee is applying for work or a scholarship.

The Aquatic Director may release salary information to credit institutions when such information will assist the employee in securing credit, provided the request for salary information is made in writing and the employee authorizes release of the information.

2.20 Performance Evaluation

As a new employee, staff may receive a performance review at the completion of the first six months of employment. In addition, if an employee's job status is changed, the employee may receive a performance review at the completion of the first six months of the new job. The completion of the period of review does not alter or change the at-will status of the employee's employment.

WSMPD strives to review employees on a yearly basis. Reviews may be conducted at any time, at the sole discretion of WSMPD.

2.21 Mandated and Required Training

Maintaining current certifications is the responsibility of the employee and required by law. Failure to maintain current certifications will result in removal from the schedule until current certifications can be provided. Certifications not brought up to date within thirty (30) days of the expired certification will be considered a voluntary resignation.

Re-certification courses for staff are paid for by WSMPD when taken on site. Classes taken off site are the responsibility of the employee and will not be paid for by WSMPD. Employees may also take courses offered by WSMPD at cost, meaning they will be required to pay for books and certification cards. Both re-certification classes and full courses are unpaid for staff.

2.22 Closure and Inclement Weather Closure

There will be an annual closure for maintenance each year not expected to exceed one month. The duration will be determined by the Aquatic Director and will depend on the amount of maintenance required. During maintenance closure, employees may be scheduled to work light maintenance.

During times of inclement weather, the pool will be closed for loss of power or lack of staff. Instructional programs will be cancelled when the Port Angeles School District cancels classes. For up to date information, please listen or call KONP Radio Station (1450AM, KSMQ 91.5 FM) or view the WSMPD website www.williamshorepool.org for current information.

3.0 Personnel Rules and Regulations

WSMPD employees shall abide by all rules and regulations/policies and procedures whether on or off duty. Failure to abide by WSMPD rules and regulations are grounds for immediate termination.

3.1 Discipline and Termination of Employment

Employee misconduct or other concerns by WSMPD may result in an oral warning, a written warning, a probationary period, immediate suspension without pay, demotion, termination or any other discipline WSMPD, in its sole discretion, deems appropriate, including terminating employment.

Disciplinary action comes in four forms: verbal warning, corrective action, reprimand, and termination. Corrective Action and Reprimand Forms outline employee performance. They also outline suggestions for improvement and when to separate someone from employment. However, cases of poor performance can lead to immediate termination.

A verbal warning is given by a supervisor concerning a problem with a staff member. The warning is documented by the supervisor and placed in the employee's personnel file.

Corrective action forms are given out as a way of documenting when an employee does not follow policy. Examples include being late to a shift or missing an inservice. Corrective action forms are prepared by the supervisor, discussed with the employee, signed by both parties, given to and signed by the Director, and placed in the employee's file.

Reprimand forms are given out when problems documented by a corrective action reoccur. Examples include consistent tardiness or consistent breach of policy. Reprimands document the problem and give consequences. Consequences may include probation, suspension, or even termination, depending on the severity and frequency. Reprimands are prepared by the supervisor, given to the Aquatics Manager, discussed with the employee, signed by all parties, and placed in the employee's file.

Termination can happen at any point of employment. Examples include, but are not limited to, the following:

- Being under the influence of drugs or alcohol while working, including hangovers.
- Unexcused absences
- Consistent Tardiness
- Sexual Harassment
- Not following policy and procedure
- Not meeting the minimum requirements for the

3.2 Open Communication & Grievance Procedure

At WSMPD, we believe that communication is at the heart of good employee relations. Employees should share their concerns, seek information, provide input, and resolve work-related issues by professionally discussing them with his/her supervisor. If the employee's concern cannot be resolved with his/her supervisor, the employee may discuss it with the Aquatic Director. If the issue cannot be resolved with the Aquatics director, then the dispute shall be submitted to mediation through the Peninsula Dispute Resolution Center. If the issue cannot be mediated, then the decision the director shall be

final. The WSMPD Board is not involved in the day to day personnel matters and accordingly, will not be involved in resolution of the matter.

3.3 Employee Classifications

In order to clarify employment status and benefits eligibility, all employees are classified as either “exempt” or “non-exempt” from overtime compensation according to the overtime provisions of state and federal laws. In addition, all employees fall into one of the following categories:

- Salaried Position (exempt): An employee who serves in a full time capacity (40 or more hours per week) and is eligible for WSMPD benefits options. The employee will earn vacation and sick leave time in accordance with the WSMPD Leave Earnings Schedule.
- Full-time Hourly (non-exempt): An employee who is normally scheduled to work a standard forty (40) hours or more each work week. Generally, if you are a regular full-time employee, you are eligible for WSMPD's benefits package, subject to the terms, conditions, limitations and eligibility requirements of each benefit program. Employees will earn vacation and sick leave time in accordance with the WSMPD Leave Earnings Schedule
- Part-time Hourly (non-exempt): An employee who is normally scheduled to work less than forty (40) hours per week, but at least twelve (12) hours per calendar month after completing the introductory period. Regular part-time employees are not offered benefits by WSMPD. Employees who do not work a minimum of twelve (12) hours per calendar month are no longer considered a regular part-time employee. A regular part-time employee may transition to a seasonal employee status if hours worked fall to less than twelve (12) hours per calendar month
- Seasonal employee: An employee who works less than twelve (12) hours per calendar month but works a minimum of one shift per calendar month. Seasonal employees are not offered by benefits by WSMPD. Failure to work one shift per calendar month will result in reclassification to a Temporary/Substitute employee.
- Temporary/Substitute employee: Those employees holding jobs of limited duration arising out of specialty classes such as diving, lifeguard training, work during maintenance closures, abnormal workloads or emergencies.

3.4 Hours of Work

The standard work week at WSMPD is 40 hours. The workweek commences on Sunday morning at 12:01 a.m. and ends the following Saturday evening at midnight. Workday lengths for employees are determined primarily by current workloads; shift times vary. Non-exempt employees are entitled to rest breaks and meal breaks in accordance with Labor and Industry regulations. Exempt employees should schedule his/her breaks to accommodate the needs of WSMPD. WSMPD reserves the right to modify an employee's starting and quitting time as well as the number of hours worked to accommodate business needs. Employees are expected to check posted schedules.

3.5 Time Reporting

All employees must clock in and out to record their daily hours worked. These time-cards (or time-sheets) are used to compute earnings and are kept as a permanent record. Each

employee is responsible for accurate clocking of his/her timecard. Clocking another employee's time card in or out is a violation of policy and is grounds for termination. Exempt employees must also document vacation days and sick days taken during the month.

3.6 Attendance and Substitutions

Unexcused absences, tardiness and/or leaving early, will not be tolerated and may lead to disciplinary action, up to and including termination of employment. WSMPD may require employees to provide medical certification from a healthcare provider for absences due to illness or injury.

The schedule is done based on swimming lesson sessions. In between sessions, scheduling will be done based on a day-by-day interim schedule. Schedules are posted in the office and an abstract of your schedule will be put in your employee bin. Do not write on the schedule.

Scheduling is based on the following criteria: availability to teach lessons, availability to work weekends, late nights or early mornings, and availability to teach water exercise courses. Schedule requests are handed out 4 weeks prior to the end of the current schedule to staff boxes. Requests are due by the date listed on the top of the sheet. Late schedule requests will be given last priority for scheduling. A rough draft of the schedule will be posted two weeks before the start of the schedule. At this time, if you are unable to work a shift or would like to take an open shift, let the manager know in writing. The final draft of the schedule will be posted a week before the start of the schedule. Weekly schedules with sub changes will be posted soon after the final draft. If you need a schedule change at this time, you are responsible for finding a sub. If you are unable to work the majority of the days during a schedule, you are still responsible for covering your shifts during your absence. Another option would be to not have regularly scheduled hours and pick up sub shifts according to your availability.

Time off is unpaid for seasonal staff. Staff are responsible for finding their own sub(s). Once a sub has been found, complete Sub Sheet Form should be signed by both parties and turned in to the sub sheet box in the front office. The completed and signed form should be turned in at least three days before the time off begins whenever possible. To ensure that time off has been approved, a supervisor will sign the form and update the weekly schedule. If you'd like a copy of the request, let the supervisor know. Once all parties have signed a sub sheet, the original staff is now relieved of their duties and the sub is responsible for all hours. Do not cross your name off either the sub form or the schedule. If you have taken a shift and are later unable to work it, you must follow the same process for finding a sub. If you have subbed out a shift with less than three days notice, have a supervisor sign off as soon as the sub's signature is received. If you are unable to get the sub's signature before the start of the shift, have a supervisor verify the change over the phone.

At any time a staff member begins to feel too ill to work, they should notify the supervisor on duty immediately. Four hours or more should be given as a standard. However, if an illness comes on suddenly, please call the pool. If you are feeling ill the

night before and work a morning shift, call the pool before closing to get your shift covered. If you open and are ill, please come in, if at all possible, and a sub will be found for you. The same rules apply for personal emergencies.

The time listed on the schedule is the time that a guard should be rotating into position or an instructor should be getting their class in the water. Staff who adhere to the above standard will be considered on time. Guards and instructors who are in the building at the time they are to work, but not on deck or teaching will be considered late. The same goes for staff who are not in the building at the start of their shift. Consistent tardiness will lead to disciplinary action.

3.7 Overtime for Non-exempt Employees

When it is necessary to work overtime, non-exempt employees must obtain approval from the Aquatic Director prior to working the overtime hours. Non-exempt employees will be paid overtime for hours worked in excess of 40 hours a week. Failure to obtain prior approval for overtime hours may result in disciplinary action, up to and including the termination of employment.

3.8 Wage and Salary

WSMPD attempts to pay employees a competitive rate that reflects the employee's job position and performance. WSMPD endeavors to review wages and salaries at intervals and, where business interests allow, make adjustments to reflect an employee's performance or other factors WSMPD considers appropriate.

Salary and Benefit packages for full-time salaried positions is determined by the Aquatic Director with the approval of the WSMPD Board and is based upon the need and requirements set forth by the WSMPD.

Pay raises are at the discretion of the Aquatic Director and are based upon performance and needs of the WSMPD and not time of service.

3.9 Payday

Employees will be paid on the 5th and 20th of the month, based upon semi-monthly payroll periods. If the date falls on the weekend the employees will be paid on the preceding Friday.

3.10 Direct Deposit

Direct Deposit is available to all employees.

3.11 Parking

All employees are encouraged to park in the west lot behind the building in order for parking spots closer to the entrance to be left vacant for patrons.

3.12 Driving

Employees who may be required to drive on WSMPD business must possess a valid Washington State Driver's license and must comply with any operator's license restriction. All employees who may be required to drive on WSMPD business may have his/her driving records checked by WSMPD at any time. If an employee's record indicates violations, that employee may be subject to appropriate warnings or action. As a condition of continued employment, each employee, who operates his/her own vehicle for WSMPD use, must maintain a personal driving record which is within risk criteria, if any, established by WSMPD's insurer.

Employees who may be required to drive on WSMPD business shall only do so when approved in writing by the Aquatic Director. Employees who may be required to drive on WSMPD business shall notify the Aquatic Director of any change in license status and all traffic violations. Failure to report a traffic violation or change in license status to the Aquatic Director within five days is viewed as a violation of WSMPD policy. WSMPD monitors driving records as a component of risk management in order to identify needs for driver improvement.

3.14 Contacts with Investigators or Media

To ensure accuracy, any contact on the part of a television, radio or newspaper representative shall be referred to the Aquatic Director or the WSMPD Board who will serve as the only authorized media spokesperson for the organization. No other employee may grant an interview concerning company business to any form of media without written permission from the Board.

4.0 Employee Benefits and Leaves of Absence

If an employee has any questions about his/her rights under Washington State and Federal Laws in regards to Leaves of Absences please see the Aquatic Director.

4.1 Staff Use of the Facility

1. All employees will receive a WSMPD pass, which entitles that employee to use the facility during lap, open, and preschool swims as scheduled. Employees may also attend water exercise classes at no expense. Any inappropriate or unprofessional conduct while off-duty at WSMPD is grounds for discipline up to and including termination.
2. These privileges are extended to immediate family members of current employees. Immediate family members include those related by blood or marriage, or otherwise legally related and live in the same household.
3. All other items and programs (swimming lessons, training courses, resale items) must be purchased at the regular price.

4.2 Vacations

Vacation time with pay is available to eligible regular full-time employees. The amount of vacation time employees receive each year increases with the length of employment. Vacation time begins to accrue with the employee's first full pay period as a regular full time employee. Vacation time accrues for regular full-time employees as set by the WSMPD board.

Vacation time accrues for regular full-time employees only. Regular part-time and temporary employees do not accrue or receive paid vacation time.

Employees may begin using vacation time as soon as it has accrued. To take vacation, employees must request advance approval from the Aquatic Director. Generally, an employee seeking vacation time should give at least two weeks prior notice of the request to help with scheduling. An employee can only take vacation time in two week increments or less, unless the employee obtains prior approval from the Aquatic Director, or unless the leave is due to illness or injury. All vacation requests shall be filled out on the appropriate form and must be authorized by the Aquatic Director before the vacation request will be granted.

Maximum accumulation shall be 20 days or 160 hours. Any unused vacation time over 160 hours shall be forfeited. Employees are encouraged to use his/her vacation before reaching maximum accumulation. Vacation time does not accrue during any unpaid leave of absence.

4.3 Sick Leave

WSMPD provides paid sick leave benefits to all regular full-time employees for periods of temporary absences due to illnesses or injuries. In addition, regular full-time employees may elect to take accrued sick leave time to care for: (1) a child of the employee with a health condition that requires treatment or supervision; or (2) a spouse, parent, parent-in-law, or grandparent of the employee with a serious health condition or an emergency condition.

Sick leave accrues for regular full-time employees as set by the WSMPD board. Regular part-time employees and temporary employees do not accrue paid sick leave.

Whenever possible, sick leave must be approved in advance by the Aquatic Director. If you are not able to get advanced approval due to an emergency, you must notify the supervisor or Aquatic Director as soon as practicable. WSMPD, at its sole discretion, may require employees to provide medical documentation from a health care provider for absences due to illness or injury. Employees may also be required to provide medical documentation before returning to work.

4.4 Retirement

The Employee Retirement program is supported by WSMPD at a rate of .0622percent of the employee's gross salary and the employee contributes .0425 percent of the employee's gross salary available after one year of continuous full time employment. Full-time employees of WSMPD are not automatically part of the employee retirement program.

4.5 Jury Duty

WSMPD allows all employees who are called to serve on jury duty to take the time required to serve. Employees who are summoned for jury duty should present a copy of the summons to his/her supervisor or Aquatic Director. Employees who are dismissed from jury duty or are not required to remain in court must report to work during regular

work hours. WSMPD does not pay employees for his/her missed shifts for jury duty. On any day that an employee is released from jury duty, the employee is to immediately inform his/her supervisor and report to work if requested to do so.

4.6 Family Medical Leave

The following is a summary of the Federal Family and Medical Leave Policy. Further information regarding the Family and Medical Leave Act of 1993 (FMLA), and state and local leave laws, may be obtained from the Aquatic Director. WSMPD will adhere to the provisions of this law when and where applicable.

The FMLA establishes rules for certain categories of unpaid leaves of absence. Eligible (or "qualified") employees may take up to a total of twelve (12) weeks unpaid leave in a twelve month period in connection with the birth, adoption or foster care placement of a child, or the serious health condition of the employee or an immediate family member (immediate family members include children, spouse or parents). "New child leave," must be taken in consecutive weeks, while leave due to an employee's or family member's serious health condition may be taken in consecutive weeks, intermittently, or on a reduced work/leave schedule, if supported by appropriate documentation or medical certification.

Employees eligible for such leave are those who have been employed for at least 12 months and have worked at least 1,250 hours of employment for WSMPD. Employees must provide at least 30 days notice of a foreseeable leave to the Aquatic Director. If the leave is not foreseeable 30 days in advance, then the employee must give as much notice as practical under the circumstances. FMLA entitlement is calculated beginning on a calendar year beginning in January of each year.

When an employee gives notice of a requested FMLA leave for purposes of a serious health condition, the employee will be required to provide medical certification that the requested leave is medically necessary. WSMPD reserves the right to require periodic certifications (at least every 30 days) for extended leaves under FMLA. Employees are also required to periodically inform WSMPD of his/her condition and return-to-work status.

WSMPD may require that accrued but unused vacation, paid sick leave, or any other accrued paid leave be used as part of the leave period. Except for accrued vacation, paid sick time, or other accrued paid leave, family and medical leave will be leave without pay. When an employee is out on FMLA leave, he/she does not continue to accrue vacation leave, sick leave or any other accrued benefits.

Employees returning from an FMLA leave will generally be re-employed in either the same job or one of equivalent status and pay, depending on the conditions which exist when the employee is ready to return to work. Exceptions may exist for key employees. Returning employees may also be required to provide medical certification that they are able to return to work.

This policy merely outlines benefits under the FMLA. Some additional leave may be available under state or local laws. Where allowed by state or federal law, all leaves will run concurrently. Where the law allows, all approved leave, whether paid or unpaid, will be counted against an employee's annual family and medical leave entitlement under this policy and the law. This means that workers' compensation leave, leave for a non-industrial injury or illness, leave as a reasonable accommodation for a qualified individual with a disability, federal family medical leave, and/or state family leave may all run concurrently where allowed by law and be counted against the employee's annual family leave entitlement. If the employee believes that he/she may need to avail him or herself of this policy, the employee should contact the Aquatic Director for more specific information.

4.7 Maternity Leave

A leave of absence will be granted to an employee for the period of time that she is actually ill or unable to perform her job duties due to pregnancy or childbirth. The employee shall provide medical documentation from her physician setting forth the medical necessity for the leave and the expected duration of the leave.

An employee taking a leave of absence for the period of disability relating to pregnancy and childbirth has the right to return upon expiration of such leave to the same position, or a similar position of comparable pay and benefits, unless business necessity prevents the company from returning the employee to such position. If an employee extends her pregnancy-related leave beyond the period of actual disability, the employee has no right to return to the same or similar position upon expiration of such leave.

Maternity leave is unpaid but an employee may elect to use all accrued sick leave and accrued vacation time during maternity leave. The request for maternity leave should be made in writing to the Aquatic Director at the earliest possible date.

4.8 Family Military Leave

An employee whose spouse is called into active duty for the armed forces or who is or will be deployed during a period of military conflict is entitled to up to 21 days of unpaid leave from work each year, in addition to any vacation or sick leave available to the employee (for military training or other active duty). The leave may be taken before deployment or when the military spouse is on a leave from the deployment. The employee must provide the Aquatic Director with notice of his/her intent to take family military leave within five business days of receiving official notice of the call to active duty or deployment or within five business days of official notice of the military spouse's upcoming leave or official notice. An employee must work an average of at least 20 hours per week. The leave is available only during a time of war, meaning the President or Congress has declared war or military reserves have been called to active duty.

4.10 Personal Leave

Under limited circumstances, employees may be granted a leave of absence for emergency circumstances (where the employee does not have available other leave, such as sick leave, vacation leave, etc.). Generally, this leave is only for extraordinary

circumstances, and the decision about whether an employee will be granted such a leave is at the sole discretion of the Aquatic Director. The leave is unpaid.

4.11 Holidays

The WSMPD will be closed the following days:

New Year's Eve Day
New Year's Day
Easter (unpaid)
4th of July
Thanksgiving
Christmas Eve
Christmas Day

Full time employees have included in their benefits the closures listed above, excluding "unpaid". If any of these above holidays fall on a Saturday or Sunday, the holiday will be taken as soon as possible following the holiday.

Except for any holidays mandated by state or federal law, WSMPD holidays are subject to change at the sole discretion of the agency. Employees who work holidays will be paid straight time.

5.0 Employee Health and Safety

Safety is the responsibility of all employees at WSMPD. It is the policy to comply with all federal and state safety and health guidelines for the protection of its employees. All injuries (no matter how slight) are immediately documented and routed to the supervisor or Aquatic Director, as well as anything that needs repair or appears to be a safety hazard. Failure to adhere to safety standards and practices can result in disciplinary action, up to and including termination of employment.

5.1 Incident/Accident and Rescue Report

Incidents, accidents, and rescues are all recorded on the Incident/Accident and Rescue Report. Incidents include cases where personal belongings have been stolen, glass has been broken, public relations issues, etc. A rescue is whenever a water rescue is made and an accident is any time a staff member provides care to a patron, either basic first aid or serious injury. Each form must be completely filled out in ink. Instead of leaving a space blank, write not applicable (N/A) or none. DO NOT write in the space for refusal of care.

5.2 Contamination Report

Contamination Reports are filled out anytime there is foreign contaminant in the pool or on the deck. Completed forms are turned in to the Aquatics Director.

5.3 Employee Injury Report

In instances where a staff member has been hurt while on duty, an On-The-Job Injury Report must be filled out. Notify the supervisor on duty immediately and complete all

paperwork. Examples of staff injury range from a scrapped knee to a broken bone. Any personal injury at work must be reported to the Aquatics Director as soon as possible. WSMPD is self insured.

5.4 Hazardous Materials

WSMPD will provide information and training on hazardous materials to all employees who may be exposed to hazardous materials in their workplace. WSMPD updates all MSDS sheets on file. MSDS sheets are located in the front office and the Maintenance Room and copies will be provided to any employee who requests this information. Additional training and instruction will be provided whenever chemicals or processes change or newly acquired information indicates the need for additional education or protective measures.

5.5 Blood and Bodily Fluids Exposure

The following procedures are to be used when administering first aid to prevent exposure:

- Always use protective gloves that are provided by WSMPD
- In the event CPR becomes necessary, a mask or bag valve mask shall be used. Only those employees who are certified to perform CPR should perform CPR.
- Any first aid materials, including protective gloves, used in administering first aid, should be discarded in the red biohazard can or sharps container located in the office.
- Any first aid equipment, including masks, used in administering first aid or CPR, should be cleaned and replaced as needed.

5.6 New Employee Training

Once employee packets have been processed, new employees will begin training specific to the William Shore Memorial Pool. Listed below is the agenda for initial training. It will vary depending on which position you were hired for.

- WSMPD Employee Handbook
- WSMPD Facility Use: Rules and Regulations
- MSDS Book
- Program Schedule
- Facility Tour
- First Aid Kit and Lifeguard Supplies
- Hydrolift
- Exercise Equipment
- Maintenance closet
- Sauna
- Back office
- Time Sheets and Time-Off Request Forms
- Emergency Action Plans
- Sensitivity (Harassment) Training
- Customer Service Training
- Spinal Rolls (lifeguards only)
- Spinal boarding (lifeguards only)

- Extraction (lifeguards only)
- Removal from the sauna (lifeguards only)
- CPR/AED Training
- Incident/Accident/Rescue Forms
- Contamination Form
- On the Job Injury Form
- Preventing Disease Transmission
- Skills Check (lifeguards only)
- Shadow Guarding (lifeguards only)
- Co-Teaching (Instructors only)

At the end of the initial training, each participant will need to turn in a signed check off sheet stating they have completed training. This will help both new employees and their trainer(s) ensure that all aspects are covered.

6.0 Miscellaneous

6.1 Substance Abuse

Employees in safety-sensitive jobs are responsible for notifying his/her supervisor or Aquatic Director if the employee is taking medications which may interfere with his/her ability to safely do his/her job. In addition, the unauthorized use, sale, or possession, by any employee, of alcohol, controlled substances, drugs not medically authorized and used in the manner prescribed, or other substances is strictly prohibited and may result in disciplinary action, up to and including, immediate termination of employment.

6.2 Violence in the Workplace

Employees should promptly report any acts of violence or threats of violence, including actions of coworkers and members of the public, to their supervisor or Aquatic Director. Employees who engage in acts of violence, threats or other intimidating conduct are subject to discipline, up to and including the termination of employment.

Any employee who believes he/she has been subject to this type of conduct must report it immediately to his/her supervisor or the Aquatic Director as soon as possible. Any employee who witnesses hostile or aggressive behavior must report it to his/her supervisor or the Aquatic Director regardless of whether it is another employee or a member of the public. Immediate threats shall be reported to the police immediately by calling 911.

6.3 Weapons

Firearms, knives, or weapons of any description should be stored in the secured location provided by WSMPD.

6.4 Personal Property

Personal belongings brought onto WSMPD premises are the employees' responsibility. WSMPD cannot be held responsible for the loss or theft of personal belongings. If

employees find property missing or damaged, they should report it to his/her supervisor immediately.

6.6 Use of Cell phones and Telephones

Personal use of the WSMPD telephone will be limited to 3 minutes. Personal long distance calls are not allowed.

Personal cell phones are to be turned off and put away. Employees may use cell phones on breaks and out of the public eye.

6.7 Computer/Email and Voice Mail Use

WSMPD reserves the right to monitor, access, and read any and all information contained in its telephone systems, communications systems, and/or computer systems. Employees will be in violation of the organization's discrimination and/or harassment policy if employees send, receive, or access discriminatory, harassing, or otherwise inappropriate messages via any of these systems.

6.8 WSMPD Credit Cards

Credit cards provided to employees by WSMPD are provided only for the payment of expenses which are properly payable under WSMPD policies for purchase of materials or equipment, or for travel. No other expenses may be charged to such credit cards. Violation of this policy is grounds for termination of credit card privileges and other such discipline as deemed appropriate based upon the circumstances of the violation.

6.10 Bulletin Boards

WSMPD bulletin boards will be used for community events and government notices as well as WSMPD announcements. No advertisements of a personal nature will be posted.

6.11 Confidential Information

WSMPD bulletin boards will be used for community events and government notices as well as WSMPD announcements. No advertisements of a personal nature will be posted.

6.12 Ethics and Conflicts of Interest

Employees are expected to use good judgment, adhere to high ethical standards and avoid situations that create an actual or perceived conflict between their personal interests and those of the agency. WSMPD requires that the transactions employees participate in are ethical and within the law, both in letter and spirit.

WSMPD recognizes that different facilities have different codes of ethics. However, just because a certain action may be acceptable by others outside of WSMPD as "standard practice," that is by no means sufficient reason to assume that such practice is acceptable at our facility. There is no way to develop a comprehensive, detailed set of rules to cover every business situation. The tenets in this policy outline some basic guidelines for ethical behavior at WSMPD. Whenever employees are in doubt, they should consult with his/her supervisor or the Aquatic Director.

Conflicts of interests or unethical behavior may take many forms including, but not limited to, the acceptance of gifts from vendors, potential vendors, or consumers of the agency. Employees are not to accept any form of remuneration or non-business related entertainment, nor may employees sell to third parties any information, products or materials acquired from this facility. Employees may engage in outside business activities, provided such activities do not adversely affect the facility or the employee's job performance and the employee does not work for a vendor or consumer. Employees are prohibited from engaging in financial participation, outside employment or any other undertaking that is prejudicial to the best interests of WSMPD. Employees may not use proprietary and/or confidential information for personal gain or to the agency's detriment, nor may they use assets or labor for personal use.

If an employee has a financial or employment relationship with a vendor, potential vendor or consumer of the agency, the employee must disclose this fact in writing to the Aquatic Director. The agency will determine what course of action must be taken to resolve any conflict it believes may exist. If the conflict is severe enough, WSMPD may be forced to ask the employee to tender his/her resignation. WSMPD has sole discretion to determine whether such a conflict of interest exists and to release the employee from employment if WSMPD determines that a conflict of interest does exist.

Employees should seek assistance from his/her supervisor or the Aquatic Director with any ethical concerns.

6.13 Solicitation

Face-to-face solicitation by an employee of another employee is prohibited on the premises of WSMPD. The physical distribution of printed materials or literature of any nature shall be limited to non-work areas. No literature shall be posted anywhere on the premises without the authorization of the Director. Solicitation and/or distribution of material on company property by persons not employed by WSMPD are prohibited at all times.

6.14 Statutory Conflicts

To the extent that any policy may conflict with federal, state, or local laws, WSMPD will abide by the applicable federal, state or local law.

Receipt and Acknowledgment of WSMPD's Employee Handbook

The Employee Handbook is a guide intended to help you become acquainted with WSMPD and its policies and procedures. You understand that these policies and procedures described in this Employee Handbook are not conditions of employment and do not constitute a promise of specific treatment in specific situations. You further understand that WSMPD may, in its sole discretion, change, delete, suspend or discontinue or deviate from any part or parts of the policies in this Employee Handbook at any time with or without prior notice or reason. Any such changes made by WSMPD will immediately supersede the current contents of this Employee Handbook. You acknowledge that this Employee Handbook is effective as of the date below and replaces and supersedes all previous employee handbooks.

In addition, by your signature below, you further acknowledge that you understand that your employment with WSMPD is terminable at-will; either by yourself or WSMPD, and that nothing in this Employee Handbook is intended to or does alter the at-will status of your employment. No one at WSMPD, other than the Aquatic Director or WSMPD Board, and then only in writing, has the authority to enter into any employee agreement that in anyway modifies the at-will status of your employment at WSMPD.

Your signature below indicates that you have read and understood this statement and have received a copy of the WSMPD Employee Handbook. Your signature further acknowledges and agrees that you will read and familiarize yourself with its contents and follow the policies and rules indicated.

Date

Employee's Printed Name

Employee's Signature

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5/25/10

Sullenger, Tammy

From: Chapman, Mike
Sent: Wednesday, May 19, 2010 9:52 AM
To: Sullenger, Tammy
Subject: FW: Proposed Maintance Schedule for Shutdown

For agenda

From: Steve Burke [mailto:steveburke215@gmail.com]
Sent: Tuesday, May 18, 2010 7:24 PM
To: Gary Holmquist; Chapman, Mike
Subject: Fwd: Proposed Maintance Schedule for Shutdown

Advisory Committee Recommended Pool Maintenance List for June 2010 Shutdown

The Pool Maintenance proposal for the shutdown in June 2010 will require 1 to 2 weeks. This list was developed in conjunction with Bob and the advisory committee.

Labor Costs: \$5000.00 (80-100 hours at \$56.00 per hour). A savings can be accomplished if we make some of the pool staff available to help during the shutdown.

Materials: \$1,500.

- Shock pool or drain some of the pool to balance free and total chlorine.(maintenance)
- Scrub pool gutters (maintenance)
- Fix leaks at pool equipment (repair)
- Clean Surge Tank (maintenance)
- Clean and degrease pool filters (maintenance)
- Clean and snake all of the pool deck drains (maintenance)
- Safety Check Dive Stand (maintenance)
- Safety check all pool hand rails and starting blocks (maintenance)
- Check sauna benches, heaters (maintenance)
- Flush hot water tank and check boiler elements (maintenance)
- Check emergency lighting.(maintenance)
- Repair and Grout the hallway leading to spectator stands (repair)
- Repair sinks, faucets, toilets, and showers (maintenance)
- Replace broken windows (repair)
- Maintenance on pool vacuum (maintenance)
- Rekey locks for all exterior building doors
- Training of Pool cover use
- Training of supervisors on maintenance responsibilities

This maintenance shut down is focused on only doing the bare minimum since the 2010 budget did not account for annual shut down expenses. This will need to be addressed in the 2011 budget year.

Thanks

Steve Burke

Email: steveburke215@gmail.com

Phone: 360-460-3526

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5/25/10

Apr-10	This Month 2010	This Month 2009	Percent Change	2010 To Date	2009 To Date	Percent Change
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Attendance						
Lap Swim	1473	1,331	11%	5627	4,800	17%
Shallow Water Aerobics	284	200	42%	1160	699	66%
Deep Water Aerobics	321	178	80%	1109	570	95%
Water Walking	176	106	66%	665	484	37%
Swimming Lessons	1456	832	75%	2720	2,567	6%
PASD Lessons	93	104	-11%	367	419	-12%
Open Swim	1684	896	88%	5981	4,105	46%
Preschool Swim	134	26	415%	664	82	710%
High School Swim Team	0	0	#DIV/0!	811	358	127%
PASC	498	444	12%	2009	1,904	6%
Rentals	293	155	89%	778	652	19%
Training Courses	19	16	19%	46	51	-10%
POOL ATTENDANCE TOTAL	6,431	4,288	50%	21,937	16,691	31%

POOL OPERATIONS						
Days Open	29.00	29.00	0%	118.00	118.00	0%
Hours Open	388.00	421.50	-8%	1,571.50	1,664.75	-6%

REVENUE						
Admissions	\$4,871.11	\$4,093.00	19%	\$19,397.39	\$15,163.82	28%
Passes	\$7,281.00	\$3,561.50	104%	\$30,022.00	\$19,673.67	53%
Swim Lessons	\$6,380.50	\$4,079.95	56%	\$25,221.88	\$17,759.70	42%
Pool Rental	\$2,512.50	\$450.00	458%	\$5,055.00	\$3,265.50	55%
Showers	\$60.00	\$50.00	20%	\$123.00	\$164.00	-25%
Lockers	\$102.50	\$35.50	189%	\$336.50	\$262.75	28%
Rentals: Towels, etc.	\$36.00	\$16.50	118%	\$315.00	\$281.00	12%
Aerobic Admissions	\$644.50	\$175.00	268%	\$1,648.50	\$1,415.50	16%
Swim Equipment	\$535.45	\$170.05	215%	\$2,182.47	\$879.31	148%
Sales tax	\$45.44	\$14.45	214%	\$183.74	\$79.30	132%
POOL REVENUE TOTAL	\$22,469.00	\$12,645.95	78%	\$84,485.48	\$58,944.55	43%

Registration						
Swimming Lessons	185	106	75%	510	408	25%
Training Courses	4	15	-73%	13	15	-13%
REGISTRATION TOTAL	189	121	56%	523	423	24%